

State: Arkansas **Filing Company:** Prudential Retirement Insurance and Annuity Company

TOI/Sub-TOI: A03G Group Annuities - Deferred Variable/A03G.002 Flexible Premium

Product Name: GA-2060-IA-TGWB-0805

Project Name/Number: GA-2060-IA-TGWB-0805/GA-2060-IA-TGWB-0805

Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2060-IA-TGWB-0805

State: Arkansas

TOI: A03G Group Annuities - Deferred Variable

Sub-TOI: A03G.002 Flexible Premium

Filing Type: Form

Date Submitted: 12/17/2012

SERFF Tr Num: PRUD-128624512

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: PRGA-GA-2060-IA-TGWB-0805-EL-AR

Implementation: On Approval

Date Requested:

Author(s): Dan Arcure, Anna Caravella, Kenneth Costello, Elaina Ditillo, Susan Eckler-Kerns, Mary Figured, Jessica Frazier, Henry Hom, Timothy Hopkin, Ann Jadro, Jessica Kaimo, Laurie Kaszuba, Lois Kelly, Thuan Witte, Kelli Gaughan, Corinne Trichilo, James Malloy, Samantha Michaud, Karen Mooney, Leigh Ann Potter, David Rauschenberger, Suzi Roe, Jessica Roman, Lynn Vega, John Blodgett, Michelle Cota, Erin Laurent, Claudia Torres, Tom DeFressine

Reviewer(s): Linda Bird (primary)

Disposition Date: 01/16/2013

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

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General Information

Project Name: GA-2060-IA-TGWB-0805 Status of Filing in Domicile: Authorized
Project Number: GA-2060-IA-TGWB-0805 Date Approved in Domicile: 06/18/2010
Requested Filing Mode: Review & Approval Domicile Status Comments: Our domicile state of Connecticut approved this filing on June 18, 2010.

Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer, Association Overall Rate Impact:
Filing Status Changed: 01/16/2013
State Status Changed: 01/16/2013 Deemer Date:
Created By: Erin Laurent Submitted By: Erin Laurent
Corresponding Filing Tracking Number:

Filing Description:

RE: Prudential Retirement Insurance and Annuity Company (PRIAC)
A Connecticut Domiciled Company
NAIC # 93629
FEIN # 06-1050034
General In-State Filing of:
Group Annuity Contract Form GA-2060-IA-TGWB-0805 (the "Contract Form")
Investment Addendum GA-2060-TGWB-0805 (the "Rider Form")
Group Annuity Active Life Certificate Form ALC-2060-TGWB-0805 (the "Certificate Form") (collectively the "Forms")

We enclose for review and approval the final versions of the above listed Forms. The Forms are new and do not replace any form previously submitted to the Department. GA-2060-IA-TGWB-0805 is an unallocated group annuity contract issued to sophisticated entities that are plan sponsors of tax sheltered annuity plans described in Section 403(b) of the Internal Revenue Code. GA-2060-TGWB-0805 is a rider to be used in conjunction with the Contract Form named above.

The separate account is a registered product and we received approval of the Registration Statement from the Securities and Exchange Commission (SEC) on May 4, 2010.

Form GA-2060-IA-TGWB-0805 is similar to Form GA-2060-IA-0805 which was approved by your Department on December 1, 2005. The main difference in these forms is that GA-2060-IA-TGWB-0805 contains the separate account description as part of the form rather than as a separate investment addendum and the tax qualification language has been expanded. Form GA-2060-TGWB-0805 is similar to Form GA-2020-TGWB4-0805 (the "Target Form") which was approved by your Department on December 10, 2009, but will be used in the 403(b) market rather than the 401 and 457 markets.

We will use GA-2008 APP which is the application used in connection with previously approved contract forms. This application form was approved by the Department on March 16, 2010.

The Forms are designed to enable participants to receive an income stream for their lives by making withdrawals of up to a pre-determined percentage for their lifetimes, regardless of the investment performance of the investments required to be used in connection with the Rider Form. The Rider Form will promote a focus on a retirement income stream as the goal of defined contribution savings and maintaining a level of equity investment throughout a participant's lifetime.

Under the Rider Form, when withdrawals start, an annual guaranteed withdrawal amount is calculated based on the highest of

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(i) the then-current market value of specified investments, (ii) a highest periodic market value since the benefit became effective (i.e. highest birthday value) or (iii) contributions accumulating at a pre-defined rate (i.e. roll-up value). Participants may then withdraw an amount equal to a fixed percentage of that base each year for the rest of their lives, regardless of the investment performance of the investments required to be used in connection with the Rider Form. Positive investment performance may be passed through by allowing a "step-up" of the guaranteed withdrawal amount when circumstances allow. Participants maintain control of their account balances by being permitted to withdraw all or a portion of the remaining market value of the investment used in connection with the Rider Form to meet unforeseen needs. If such a withdrawal exceeds the annual guaranteed withdrawal amount, the guaranteed income stream will be reduced. If the market value of investments used in connection with the Rider Form is depleted by guaranteed withdrawals and/or market performance, PRIAC will pay the annual guarantee withdrawal amount out of its general account for the remainder of the participant's life.

The Rider Form offers the following features:

- Three different withdrawal percentage age bands at lock-in date:
 - o ages 55 to 64 - 4.25%;
 - o ages 65 to 69 - 5.00%; and
 - o ages 70 and over - 5.75%.
- The withdrawal percentages are reduced as follows if spousal coverage is elected:
 - o ages 55 to 64 - 3.75%;
 - o ages 65 to 69 - 4.50%; and
 - o ages 70 and over - 5.25%.
- There is no minimum age requirement to invest in the Rider Form;
- Flexibility by plan sponsors to include or exclude the "highest birthday value", "roll-up value", or spousal benefit.

The Rider Form will always be issued with the Contract Form. They will never be issued separately.

The Certificate Form (ALC-2060-TGWB-0805) will be issued to plan participants covered under the group annuity contract (i.e., the Contract Form and Rider Form) issued to plan sponsors domiciled in Arkansas. The plan participants will receive the Certificate Form when an initial deposit is made to an eligible investment available under the group annuity contract.

The Certificate Form describes the terms of PRIAC's guarantees for such plan participants and their eligible spouses, if applicable, associated with certain withdrawals made during their lifetimes.

The Certificate Form was not submitted to our domicile State, Connecticut, because Connecticut Insurance Law does not require filing of Group Annuity Certificates.

The Arkansas Certification and the Readability Certification for the Certificate Form are enclosed with this filing.

The material enclosed in brackets on the Forms is variable, subject to change as described in the enclosed Memoranda of Variability. The Forms when issued may vary in format.

For your convenience, we have provided a redlined comparison of the Contract Form and Rider Form to the similar forms that were previously approved by the Department.

Company and Contact

State: Arkansas **Filing Company:** Prudential Retirement Insurance and Annuity Company

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Product Name: GA-2060-IA-TGWB-0805

Project Name/Number: GA-2060-IA-TGWB-0805/GA-2060-IA-TGWB-0805

Filing Contact Information

Daniel T. Arcure, Second Vice President Daniel.Arcure@Prudential.com
Prudential 570-341-6182 [Phone]
30 Scranton Office Park 570-340-4639 [FAX]
Scranton, PA 18507-1789

Filing Company Information

Prudential Retirement Insurance and Annuity Company
280 Trumbull Street
Hartford, CT 06103
(860) 534-2890 ext. [Phone]

CoCode: 93629
Group Code: 304
Group Name:
FEIN Number: 06-1050034

State of Domicile: Connecticut
Company Type: Life
State ID Number:

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Filing fee of \$50.00 was calculated on the following basis: 1 Group Annuity Contract Form, 1 related Rider Form and 1 related Certificate Form. As our domiciliary state, Connecticut, does not charge a filing fee, retaliatory fees are not applicable.

Per Company: No

Company	Amount	Date Processed	Transaction #
Prudential Retirement Insurance and Annuity Company	\$50.00	12/17/2012	65827293
Prudential Retirement Insurance and Annuity Company	\$100.00	01/15/2013	66565489

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/16/2013	01/16/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/19/2012	12/19/2012

Response Letters

Responded By	Created On	Date Submitted
Erin Laurent	01/15/2013	01/15/2013

State:	Arkansas	Filing Company:	Prudential Retirement Insurance and Annuity Company
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Disposition

Disposition Date: 01/16/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variability for GA-2060-IA-TGWB-0805		Yes
Supporting Document	Memorandum of Variability for GA-2060-TGWB-0805		Yes
Supporting Document	Redlined Compare of GA-2060-IA-0805 to GA-2060-IA-TGWB-0805		Yes
Supporting Document	Redlined Compare of GA-2020-TGWB4-0805 to GA-2060-TGWB-0805		Yes
Form	GA-2060-IA-TGWB-0805		Yes
Form	GA-2060-TGWB-0805		Yes
Form	ALC-2060-TGWB-0805		Yes

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/19/2012
Submitted Date	12/19/2012
Respond By Date	01/21/2013

Dear Daniel T. Arcure,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 filing fee is received.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number:	GA-2060-IA-TGWB-0805/GA-2060-IA-TGWB-0805		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/15/2013
Submitted Date	01/15/2013

Dear Linda Bird,

Introduction:

Response 1

Comments:

Please note that Regulation 57 still seems to imply that it is \$50.00 per form, when a rider and/or certificate are submitted separately from the basic group annuity contract form. However, per your comments, an additional \$100.00 has been provided.

Related Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 filing fee is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Erin Laurent

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Form Schedule

Lead Form Number: GA-2060-IA-TGWB-0805								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		GA-2060-IA-TGWB-0805	GA-2060-IA-TGWB-0805	POL	Initial			GA-2060-IA-TGWB-0805.pdf
2		GA-2060-TGWB-0805	GA-2060-TGWB-0805	POLA	Initial			GA-2060-TGWB-0805.pdf
3		ALC-2060-TGWB-0805	ALC-2060-TGWB-0805	CER	Initial		41.600	ALC-2060-TGWB-0805.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

INVESTMENT AGREEMENT

issued by

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
^A[a wholly owned subsidiary of The Prudential Insurance Company of America
280 Trumbull Street, Hartford, Connecticut 06103]

INVESTMENT AGREEMENT NUMBER: ^A[GA-00000]

ISSUED TO: ^A[Trustees of ABC Company Annuity Plan]

EFFECTIVE DATE: ^A[January 1, 2009]

ISSUE DATE: ^A[January 1, 2009]

This Agreement is a group annuity contract that funds benefits for tax sheltered annuity plans described in section 403(b) of the Internal Revenue Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan. However, this Agreement does not require the purchase of annuities. This Agreement and any Participant accounts are nonassignable and nontransferable, except, with Our consent, in the event of a “qualified domestic relations order” within the meaning of section 414(p) of the Internal Revenue Code, or a loan to a Participant under the terms of the Plan.

Prudential Retirement Insurance and Annuity Company (“PRIAC”) will accept Deposits of Plan assets and pay Benefits under the terms of this Agreement. The entire Agreement between You and Us consists of the Application together with all Riders, Addenda and Schedules that We have attached to and made part of this Agreement.

PRIAC issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement.

Payments and values that are based on the investment experience of a separate account are not guaranteed. The operation of any separate account is described in this Agreement.

In Witness Whereof, PRIAC has executed this Agreement on the Issue Date, to take effect on the Effective Date.

^A[President]

TABLE OF CONTENTS

^A [Sections of Base Agreement	Starting on Page
1 Deposits.....	1
2 Rollovers and Transfers Between Plan Investment Options.....	2
3 Distributions.....	3
4 Operation of the Separate Account.....	6
5 Operational Agreements	8
6 Termination.....	9
7 Miscellaneous	11
8 Annuities	13
9 Definitions.....	14]
Expense Schedule	
Following Base Agreement:	
Target Guaranteed Withdrawal Rider	
Separate Account Appendix	
Application	

SECTION 1 - DEPOSITS

1.1 **CONTRIBUTIONS.** Subject to the terms of the Plan, the Investor (“You”) will deposit Contributions that are directed for investment under this Agreement. Participant elective deferrals made under a salary reduction agreement by a Participant, or under the automatic deferral provision of the Plan, if no election by Participant, for any tax year, may not exceed the limitations of Code section 402(g), except as otherwise permitted under Code section 414(v).

1.2 **TRANSFERRED ASSETS.** You will deposit amounts contributed under the terms of the Plan prior to the Effective Date of this Agreement that are directed for investment under this Agreement.

Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such transfers, You will deposit amounts transferred from a tax sheltered annuity plan described in section 403(b) of the Code that are directed for investment under this Agreement.

1.3 **TIMING OF DEPOSITS.** You must ensure that all Deposits for investment under this Agreement are made within the time required by law.

1.4 **ROLLOVERS.** Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such rollovers, You will deposit rollover amounts that are directed for investment under this Agreement and contributed to the Plan under Code sections 403(b)(8) or section 408(d)(3)(A).

1.5 **ACCEPTANCE OF DEPOSITS.** We will only accept Deposits specified in the preceding paragraphs. We reserve the right to cease accepting new Deposits at any time. We also reserve the right to limit the amount of Deposit in the aggregate or during a specified time period. Any such restrictions will be communicated to You.

1.6 **ALLOCATION DATE FOR DEPOSITS.** We will allocate Deposits as of the Valuation Date coinciding with or next following the date We receive the Deposits together with investment instructions in Good Order.

1.7 **VESTING.** Subject to the terms of the Plan, each Participant’s interest in his/her Participant account attributable to Contributions, on his/her behalf, together with earnings credited thereto, is at all times fully vested and nonforfeitable.

SECTION 2 – ROLLOVERS AND TRANSFERS BETWEEN PLAN INVESTMENT OPTIONS

- 2.1 **ROLLOVER.** Subject to the terms of the Plan, and as permitted by the Code, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan as follows: an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code sections 401(a) or 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible governmental employer described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution. For Roth contributions, an eligible retirement plan is a Roth IRA, described in Code section 408A, a Roth account in another 401(k) or 403(b) plan which allows Roth contributions.
- 2.2 **AUTOMATIC ROLLOVER DISTRIBUTION.** In the event of a mandatory distribution (as defined by the Plan), if a Participant does not elect to have a distribution paid directly to an eligible retirement plan, or to receive the distribution directly, the distribution will be paid to an individual retirement plan, as defined by the Plan.
- 2.3 **TRANSFERS.** Subject to the terms of the Plan and applicable law, Participants may direct Transfers among Sub-accounts or between a Sub-account and any investment option made available under the Plan. We will apply any limitations described in this Agreement to these Transfers.
- 2.4 **ALLOCATION DATE FOR TRANSFERS.** We will allocate Transfers as of the Valuation Date coinciding with or next following the later of:
- (A) the date We receive instructions in Good Order from You or a Participant regarding the Transfer, or
 - (B) the effective date of the Transfer.
- You and We will mutually agree on a method for submitting Transfer instructions.
- 2.5 **ACCEPTANCE OF TRANSFERS TO SUB-ACCOUNTS.** We reserve the right to cease accepting new Transfers to a Sub-account(s) and transfers among Sub-accounts at any time. We also reserve the right to limit the amount of Transfers to a Sub-account(s) in the aggregate or during a specified time period. Any such restrictions will be communicated to You.

SECTION 3 - DISTRIBUTIONS

3.1 GENERAL DISTRIBUTIONS. Subject to the terms of the Plan, We will make Distributions for Benefit payments from a Sub-account(s) under this Agreement. We will apply to these Distributions any limitations described in this Agreement. We will make Distributions in the following manner:

^C[(A) TRUSTEE. If the Plan has a trustee, the trustee may, but is not required to, receive all cash payments for further distribution.]

(B) AMOUNT. A Distribution may be an amount up to and including the value of Plan assets in the Separate Account on the valuation date.

(C) REQUIRED MINIMUM DISTRIBUTIONS. Subject to the terms of the Plan, and to the extent otherwise permitted by Treasury Regulations or other applicable law, the requirements of Code section 401(a) (9), including the minimum incidental death benefit requirements of Code section 401(a) (9)(G), will apply to distributions in a manner applicable under Code section 403(b)(10).

(D) DISTRIBUTIONS FOR BENEFIT PAYMENTS ATTRIBUTABLE TO SALARY REDUCTION AGREEMENT CONTRIBUTIONS (including automatic deferral provision). Subject to the terms of the Plan, and except to the extent permitted or limited by Treasury Regulations or other applicable law, distributions attributable to salary reduction agreement Contributions (including automatic deferral provision) and earnings thereto, may not be made prior to the Participant's attainment of age 59 ½, except for the following events:

- Severance from employment;
- Death;
- Disability (within the meaning of Code section 72(m)(7);
- Hardship within the meaning of Code section 403(b)(11)(B) (in which case the Distribution may not include earnings);
- During active duty within the meaning of Code section 72(t)(2)(g) (in which case the Distribution may not include earnings); or
- Termination of the Plan.

(E) DISTRIBUTIONS ATTRIBUTABLE TO EMPLOYER NONELECTIVE CONTRIBUTIONS. Subject to the terms of the Plan, and except to the extent permitted or limited by Treasury Regulations or other applicable law, distributions attributable to employer nonelective Contributions and earnings thereto, may not be made prior to the Participant's attainment of age 59 ½, except for the following events:

- Two years have elapsed since the nonelective contribution was made;
- Severance from employment;
- Death;
- Disability (within the meaning of Code section 72(m)(7);
- Hardship within the meaning of Code section 403(b)(11)(B) (in which case the Distribution may not include earnings);
- Termination of the Plan.

(F) FORM. Subject to the terms of the Plan, and as instructed by You, We will make Distributions in one or a combination of the following forms:

- ^c[(a) Any type of annuity that We agree in writing to provide, in accordance with the provisions of Section 8;
- (b) Single sum cash payment; or
- (c) A series of cash payments over a period of time.]

While an annuity is available as a form of Distribution, We will not require You to purchase an annuity under this Agreement.

3.2 DISTRIBUTIONS UPON DEATH. If a Participant dies prior to distribution of his interest in the Plan, You will approve the amount of the death benefit and advise Us of the following:

- (A) the designated beneficiary(ies); and
- (B) the form of benefit to be paid in accordance with the provisions of the Plan and applicable law.

3.3 DEFERRED PAYMENTS. We may defer Distributions under this Section. We will not defer a Distribution for more than seven days, except:

- (A) for any period (A) during which the New York Stock Exchange is closed other than customary week-end and holiday closings or (B) during which trading on the New York Stock Exchange is restricted;
- (B) for any period during which an emergency exists as a result of which (A) disposal of securities owned by the Separate Account is not reasonably practicable or (B) it is not reasonably practicable for the Separate Account to determine the value of its net assets; or
- (C) for such other periods as the Commission may permit.

We will only defer the payment within the time permitted by applicable law.

- 3.4 PROVISIONS NOT APPLICABLE UPON TERMINATION. With the exception of Section 3.3, the distribution provisions described in this Section 3 do not apply if the Agreement is terminated. Upon termination of this Agreement, We will apply the provisions of Section 6 along with provisions under the Target Guaranteed Withdrawal Rider.
- ^B[3.5 LOANS. Amounts may also be distributed from this Agreement in connection with a loan to a Participant in accordance with the terms of the Plan.]

SECTION 4 – OPERATION OF THE SEPARATE ACCOUNT

- 4.1. GENERAL. The assets supporting our obligations under this Annuity may be held in various accounts, depending on the obligation being supported. Assets supporting Annuity guarantees are held in our general account. Assets supporting Participant account values are held in the Separate Account, a separate account established under the laws of the State of Connecticut.
- 4.2. SEPARATE ACCOUNT. We are the legal owner of assets in the Separate Account. Income, gains and losses, whether or not realized, from assets allocated to the Separate Account, are credited to or charged against the Separate Account in accordance with the terms of the annuities supported by such assets without regard to Our other income, gains or losses or to the income, gains or losses in any other of Our separate accounts. We will maintain assets in the Separate Account with a total market value at least equal to the reserve and other liabilities We must maintain in relation to the obligations supported by such assets. These assets may only be charged with liabilities that arise from such obligations. The Separate Account also holds assets of other contracts issued by Us with values and benefits that vary according to the investment performance of the Separate Account.

The Separate Account is registered with the Commission under the Investment Company Act of 1940 as a unit investment trust, which is a type of investment company. This does not involve any supervision by the Commission of the investment policies, management or practices of the Separate Account.

The Separate Account consists of Sub-accounts. Sub-accounts may invest in underlying mutual funds or portfolios. We reserve the right to change the investment policy of any or all Sub-accounts, add Sub-accounts, eliminate Sub-accounts, combine Sub-accounts, limit access to a Sub-account or to substitute underlying mutual funds or portfolios of underlying mutual funds, subject to any required regulatory approvals. Values and benefits based on deposits to the Sub-accounts will vary with the investment performance of the underlying mutual fund or fund portfolios, as applicable. We do not guarantee the investment results of the Separate Account or any Sub-account.

We may from time to time change material features of, or close, certain Separate Accounts or Sub-accounts. Any changes will be made only if permitted by applicable law and regulations. Also, when required by law, we will obtain the approval of Investors and Participants of the changes and the approval of any appropriate regulatory authority.

^B[For Plans subject to the fiduciary provisions of the Employee Retirement Income Security Act of 1974, as amended, We will exercise our rights under this Section to substitute underlying portfolios only with the consent of the Plan fiduciary.]

The amount of our obligations in relation to allocations to the Sub-accounts is based on the investment performance of the Sub-accounts. However, the guarantees provided under the Target Guaranteed Withdrawal Rider are our general corporate obligations.

- 4.3 **UNITS AND UNIT VALUE.** The value of this Agreement's interest in a Sub-account is measured in terms of Units of the applicable Sub-account. You are credited Units in each Sub-account in which you invest. The number of Units credited to You is determined by dividing each Deposit made on Your behalf to a Sub-account by the applicable Unit Value for the Business Day on which the Deposit is received by Us in Good Order. We determine the value of a Unit each Business Day by adding up the value of all assets held in the Sub-account, subtracting any liabilities, expenses and charges, and dividing the result by the number of units outstanding.
- 4.4 **EXPENSES.** We will deduct from the Separate Account the Expenses set forth on the Expense Schedule.
- 4.5 **VOTING RIGHTS.** Certain Separate Accounts hold securities that have voting rights. We normally exercise these rights. However, we reserve the right to solicit You for instruction as to how to vote some or all of the securities in these accounts.

SECTION 5 - OPERATIONAL AGREEMENTS

- 5.1 PLAN CHANGE OR AMENDMENT. You agreed to provide Us with reasonable advance notice of any change or amendment to the Plan.
- 5.2 PLAN OPERATION. You will ensure that the Plan operates in compliance with all applicable laws and regulations, including section 403(b) of the Code ^B[and, if applicable, Title I of ERISA].
- 5.3 INFORMATION. You will submit all information necessary to process Deposits, Transfers, and Distributions as frequently as You and We mutually agree.

You will properly authorize and promptly forward any information required by Us to meet an obligation under this Agreement. In addition, upon Our request, You will promptly forward any information required by Us to ensure compliance with the provisions of Section 2.3.

As proof of death, We may require a copy of the death certificate, a physician's written statement certifying the death of the decedent, a copy of a certified decree of a court of competent jurisdiction as to the finding of death, or any other reasonable evidence.

- 5.4 REPORTS. We will provide You with reports of activity under this Agreement as frequently as You and We mutually agree.

SECTION 6 - TERMINATION

6.1 TERMINATION. We will terminate this Agreement under the following circumstances:

- (A) The Plan is terminated, or You notify Us in writing that the Agreement will be terminated; or
- (B) We notify You in writing that the Agreement will be terminated because You have materially breached this Agreement, and You have failed to cure such breach after We have given you a reasonable opportunity to do so; or
- (C) We determine that the class of business to which this Agreement belongs is no longer commercially desirable and We notify all investors of this class of business in writing that the agreements will be terminated.

6.2 TERMINATION DATE. The Termination Date is the first day of the month coinciding with or next following (i) the later of the date You specify in your notice pursuant to Section 6.1(A) or the date We receive such notice, (ii) ^D[thirty (30) days] after the later of the date We specify in Our notice to You pursuant to Section(s) 6.1(B) or 6.1(C) or the date We send the notice. Upon termination of the Agreement, We will no longer accept Deposits under the Agreement as of the Termination Date.

6.3 TERMINATION DISBURSEMENT DATE. You may, in conjunction with the a termination of the Agreement, direct the Distribution of amounts allocated to the Separate Account to You or an institution or account You designate. Subject to the exceptions described in Section 3.3, We will usually pay the entire balance allocated to the Separate Account within seven Business Days after receipt of a Good Order request for a Distribution upon termination of the Agreement. The date of this payment is the Termination Disbursement Date. On the Termination Payment Date, all guarantees provided under the Agreement, including guarantees described in the Target Guaranteed Withdrawal Rider, end with no value.

6.4 TERMINATION DISBURSEMENT INSTRUCTIONS. On the Termination Disbursement Date, We will disburse, or begin to disburse all assets held under this Agreement. Any limitations under this Agreement will apply to these Termination Disbursements. We will disburse all assets from the Separate Account as follows:

- (A) If a new funding agent is selected, You may direct Us to transfer the assets to the Plan's trustees or new funding agent. You or another authorized Plan representative must give Us written instructions regarding the Termination Disbursement. We may also require that You or another authorized Plan representative provide Us with written confirmation that the Plan will continue to meet the requirements of Code section 403(b).

- (B) If the Internal Revenue Service determines that the Plan initially fails to meet the requirements of Code section 403(b), We will disburse the Plan assets in a single sum cash payment.
- (C) If the Plan is terminated or the Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 403(b), We will disburse the Plan assets as You and We mutually agree. ^C[If government approval is required, We may require that You or another authorized Plan representative provide Us with written confirmation that the ^B[Plan Sponsor] has received any required government approval before We disburse the assets.]

6.5 EFFECT OF TERMINATION. Deposits and Transfers into the Separate Account will not be permitted on or after the Termination Date, unless we agree otherwise. Previously purchased annuities under Section 8 will continue to be paid according to their terms. If a Termination Disbursement is not made in accordance with Section 6.4, then Distributions, including the purchase of new annuities under Section 8 and guaranteed withdrawals under the Target Guaranteed Withdrawal Rider, may continue to be made. If a Termination Disbursement is made, then this Agreement will end with no further value. Distributions and guarantees are subject to any limitations, restrictions and adjustments described in this Agreement.

SECTION 7 - MISCELLANEOUS

- 7.1 You will address all communications in writing (by first class mail, postage prepaid) or as You and We mutually agree.

You will submit communications to Us at the following address:

^A[Defined Contribution Administration
Prudential Retirement
Prudential Retirement Insurance and Annuity Company
P.O. Box 2975
Hartford, CT 06104]

We will submit communications to You at the Investor's principal place of business or as You and We mutually agree.

For information and assistance, You may contact Us at Our toll-free number: ^H[877-778-2100].

- 7.2 You and We (including any entity which may succeed Us or any entity to which this Agreement may be assigned) are obligated to comply with all terms of this Agreement unless the State of Connecticut determines that We have ceased doing this type of business.
- 7.3 A Distribution or Termination Disbursement payable to any Participant or beneficiary is only assignable if the law allows it. All Distributions or Termination Disbursements are exempt from the claims of creditors to the extent the law permits.
- 7.4 We agree only to the provisions of this Agreement and We are not a fiduciary or party to, and are not bound by, any trust or plan. We are not responsible for the effect of any state or Federal revenue law on any Contribution made under the Plan.
- 7.5 You release Us from any liability for any payments that We made under this Agreement and in accordance with the terms of the Plan and applicable law.
- 7.6 We may rely conclusively on reports, notices, requests and other information submitted by You, the Investor's designated representative, a Participant or a beneficiary.
- ^C[7.7 We will notify You upon becoming aware that any premium tax will be assessed on amounts deposited under this Agreement. We may deduct this tax and any interest due on this tax from Deposits or from Plan assets held under this Agreement.]
- 7.8 In applying for the Agreement, You will select the Sub-accounts that will be offered as investment options under this Agreement.
- 7.9 Any change to this Agreement will be subject to the following provisions:

- (A) No change will affect the amount or terms of any annuity purchased prior to the effective date of such change.
- (B) To the extent permitted by law, any change to this Agreement may be made without notice to or the consent of any Participant, beneficiary or annuitant.
- (C) We may, at any time, revise the provisions of this Agreement if the revision is required to comply with Code section 403(b), or any applicable law or regulation issued by a governmental agency. If required by law, the revision will be retroactive.
- (D) We may annually review and revise the provisions of this Agreement unless otherwise provided in the Agreement. We will provide You ^D[ninety (90)] days advance written notice before We revise the provisions of the Agreement. Upon receiving the advance written notice, You may elect to terminate the Agreement under the provisions of Section 6.

- 7.10 ^E[The laws of the State of Connecticut govern this Agreement except where its provisions may be superseded by the laws of its state of issuance.]
- 7.11 The singular includes the plural and the masculine or feminine pronoun includes both the masculine and feminine gender unless the context indicates otherwise.
- 7.12 Two or more duplicate originals of this Agreement constitute one and the same instrument. The entire Agreement between You and Us consists of the Application together with all Riders, Addenda and Schedules that We have attached to and made part of this Agreement.
- 7.13 If any payment due hereunder by PRIAC is otherwise due to be paid on a date when PRIAC is closed for business, We will make such payment on Our next normal business day.

SECTION 8 - ANNUITIES

- 8.1 You may, but are not required to, purchase an annuity under this Agreement. We will reduce the amount We apply to purchase an annuity by any amount necessary to pay applicable taxes and/or annuity purchase fees. We will provide any retirement annuity based on Our existing business practices and rates then in effect for agreements in the same class of business as this Agreement.
- 8.2 We may require proof that the recipient of annuity payments is living as of each and every date on which any annuity payment becomes payable. We may withhold payments until We receive the requested proof.
- 8.3 We will issue an individual certificate to each Participant for whom an annuity is purchased. ^C[Also, if the state where We issue this Agreement requires, We will issue a certificate to each Participant contributing to the Plan.] Any certificate issued will not cancel or alter any terms of this Agreement.
- 8.4 If We discover that the annuitant's age or any other fact pertaining to the purchase or determination of an annuity amount was misstated, or We discover a clerical error, We will make the following adjustments:
- (A) We will correct the amount of annuity payable retroactively to the date We purchased the annuity;
 - (B) We will deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the annuity amount;
 - (C) We will pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the annuity amount.
- ^F[8.5 We guarantee that We will purchase annuities on an actuarial basis that is at least equal to the following actuarial basis for a fixed annuity.
- Form of Annuity: 100% Fixed Life Annuity
Actuarial Assumptions: Mortality - 1950 Male Group Annuity Valuation Table, with age setback of 4.8 years plus one-fifth of the number of years from 1895 to the annuitant's year of birth; Interest - 2%; Loading - 8.25%.

We will review this guaranteed actuarial basis annually and may change it after We give ninety (90) days' advance written notice to You. We may only change the guaranteed actuarial basis following the first twelve (12) months after the Agreement's Effective Date. We may only change it once in any twelve (12) month period unless You and We agree in writing to make an exception.]

SECTION 9 – DEFINITIONS

“Agreement” is the entire Investment Agreement, including the base Agreement, Target Guaranteed Withdrawal Rider, Expense Schedule, Separate Account Appendix and Application.

“Base Agreement” includes Sections 1 through 8 and the Expense Schedule.

“Benefit” is any payment to which a Participant is entitled under the terms of the Plan.

“Business Day” means a day on which the New York Stock Exchange and PRIAC are open for business.

“PRIAC” is Prudential Retirement Insurance and Annuity Company.

“Code” is the Internal Revenue Code of ^A[1986], as amended from time to time.

“Commission” means the United States Securities and Exchange Commission.

“Contract Value” means the amount equal to the dollar value of all Units in the Sub-accounts in which You invest.

“Contract Year” means each year ending on the anniversary of the Effective Date of this Agreement.

“Contributions” are amounts contributed under the terms of the Plan on or after the Effective Date of this Agreement.

“Deposits” are Contributions, Transferred Assets and Rollovers described in Section 1.

“Distributions” are withdrawals for Benefit payments described in Section 3.

^B[“ERISA” is the Employee Retirement Income Security Act of 1974, as amended.]

“Expenses” are expenses and charges described in the Expense Schedule.

“Good Order” means an instruction received by Us, utilizing such forms as we may require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction.

“Investment Agreement” is a group annuity contract, ^A[GA-XXXX,] issued by PRIAC.

“Investor” is ^A[Trustees of ABC Company Annuity Plan], the ^B[Plan Sponsor], or any person designated by the Investor or the ^B[Plan Sponsor] to carry out its administrative functions.

“Participant” is an individual having an account under the Plan.

“Plan” is ^B[^A[ABC Company Annuity Plan], as adopted by the ^B[Plan Sponsor], effective MM/DD/YYYY, as constituted on the Effective Date of this Agreement, and as amended from time to time.]

^B[“Plan Sponsor” is the entity sponsoring the Plan.]

“Separate Account” is PRIAC Variable Contract Account A, a separate account of PRIAC.

“Sub-account” is a division of the Separate Account that invests in an underlying mutual fund or portfolio. Available Sub-accounts are shown in Separate Account Appendix.

“Termination Disbursements” are amounts payable from an investment vehicle(s) under this Agreement upon termination of this Agreement as described in Section 6.

“Transfers” are Participant-directed transfers (described in Section 2.3) between Plan investment options.

“Unit” is the proportional interest in Sub-account assets as described in Section 4.3.

“Unit Value” the dollar value of interest in a Sub-account as described in Section 4.3.

“Valuation Date” means a Business Day on which we determine a Unit Value. “You” refers to the Investor.

“We”, "Our" or “Us” refers to PRIAC.

⁶[EXPENSE SCHEDULE

Separate Account Expenses

Transaction Expenses

Transfer Fee	Each Transfer after 12 in a Contract Year.	Up to a maximum of \$30 per Transfer.
Premium Tax Charge	Charge for premium taxes imposed on Us.	Up to a maximum of 3.5% of Contract Value.

Periodic Account Expenses.

The table below states the maximum charges. These charges are deducted daily from the assets in each Sub-account. We may impose lower charges for certain classes of Investors, where due to economies of scale and other factors, Our costs are reduced. We will not discriminate unfairly between Investors when we reduce charges. These charges are in addition to management and operating expense of underlying mutual funds.

Annual Contract Fee		Up to \$150 per Contract Year.
Insurance and Administrative Charge	As a percentage of average daily net assets of the Sub-accounts. We reserve the right to increase this fee, up to the maximum. We may apply any increase to new Deposits and Transfers and/or existing balances in the Sub-accounts.	Up to 1.50%.
IncomeFlex Target Benefit – Guaranteed Fee	As a percentage of average daily net assets of the Sub-accounts. We reserve the right to increase this fee, up to the maximum, as provided in the Target Guaranteed Withdrawal Rider.	Up to 1.50%.

Other Expenses

We pay company income taxes on the taxable corporate earnings created by this Separate Account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the Contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future. It is our current practice not to deduct a charge for the federal tax associated with deferred acquisition costs paid by Us that are based on Deposits. However, we reserve the right to charge for this tax in the future.]

TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Agreement. Notwithstanding any other provisions of this Agreement, for purposes of this Rider the following definitions shall apply:

1. ^A[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the ^A[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The ^A[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire ^A[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^A[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^A[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

The ^A[Annual Guaranteed Withdrawal Amount] shall not be greater than ^C[\$287,500] or less than ^C[\$250].

2. **BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.

3. **CODE.** The Internal Revenue Code of 1986, as amended from time to time.

4. **CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the Agreement that is allocated to an Eligible Investment for the benefit of a Participant.

5. **DEPOSITS.** The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Eligible Investment for the benefit of a Participant ^B[or Eligible Spouse.]

6. **ELIGIBLE INVESTMENT.** One of the Sub-account portfolios We require to be used to receive Our guarantees under this Rider.

^B[7. **ELIGIBLE SPOUSE.** A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5.]

8. **EXCESS WITHDRAWAL.** The aggregate amount of Withdrawals in any Year in excess of the ^A[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any Agreement related Expenses described in Section 7.3 of this Rider. Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits or Transfers allocated to an Eligible Investment during such Year.

9. **GUARANTEE FEE.** The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

10. **GUARANTEED WITHDRAWAL.** For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider that:

- a. in the aggregate do not exceed the ^A[Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

11. GUARANTEED WITHDRAWAL ACCOUNT. A record keeping account established for each Participant under this Rider to track data relevant to Our guarantees under this Rider.

12. GUARANTEED WITHDRAWAL LOCK-IN DATE. The date as of which an ^A[Annual Guaranteed Withdrawal Amount] for the benefit of a Participant ^B[or an Eligible Spouse] is established. Such date shall be the date elected by the Participant ^B[, Eligible Spouse] or such other person or entity specified in the Plan.

A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant attains age ^C[55]. ^B[A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age ^C[55] on the Guaranteed Withdrawal Lock-In Date.] The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

13. GUARANTEED WITHDRAWAL MARKET VALUE. On each Valuation Date, the aggregate value of the Participant's ^B[or the Eligible Spouse's] interest in the Eligible Investments as determined in accordance with the documents governing the Eligible Investments.

14. GUARANTEED WITHDRAWAL PERCENTAGE. The percentage of an Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the ^A[Annual Guaranteed Withdrawal Amount] ^B[. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined] as follows:

Participant Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage ^B [without Spousal Benefit]
^C [Age 55-64	^C [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

^B[If the Spousal Benefit under Section 5 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as follows:]

^B[If the Spouse is eligible to receive the Spousal Benefit under Section 5, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date.]

Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
^C [Age 55-64	^C [3.75%
Age 65-69	4.50%
Age 70+]	5.25%]

^B[**15. HIGHEST BIRTHDAY VALUE.** The Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit or Transfer allocated to an Eligible Investment.

Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as ^E[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

16. INCOME BASE. Prior to the Guaranteed Withdrawal Lock-In Date, on each Valuation Date the Income Base] of a Participant ^B[or Eligible Spouse] equals the ^B[Highest Birthday Value] ^{A & B}[Roll-Up Value] ^B[greater of the Highest Birthday Value and the ^{A & B}[Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Guaranteed Withdrawal Lock-In Date, the Income Base is determined only for reference.

On the Guaranteed Withdrawal Lock-In Date, the Income Base of a Participant ^B[or Eligible Spouse] equals the ^B[greatest/greater] of his or her:

- a. Guaranteed Withdrawal Market Value;
- b. ^{A & B}[Roll-Up Value;] or
- c. ^B[Highest Birthday Value]

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.

The Income Base shall not be greater than ^C[\$5,000,000].

17. RIDER. This Guaranteed Withdrawal Rider that is a part of the Agreement.

18. ROLLOVERS. Amounts contributed to the Plan under Code Sections 403(b), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

^B[**19. ^A[ROLL-UP VALUE].** The ^A[Roll-Up Value] of a Participant ^B[or Eligible Spouse] equals the sum of all Deposits or Transfers allocated to an Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^C[3] % from the date of the Deposit or Transfer until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Withdrawal or Transfer from an Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the ^A[Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the ^A[Roll-Up Value] shall be from the reduced ^A[Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the ^A[Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as ^E[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the ^A[Roll-Up Value] terminates and is not used in determining the Income Base.]

GA-2060-TGWB-0805

- ^B[20. **SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:
- a. the person to whom a Participant is legally married, determined under applicable state law; or
 - b. the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]

^B[21. **SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

22. START DATE. The date on which a Guaranteed Withdrawal Account is established for a Participant. This date shall be the date of the first allocation to an Eligible Investment on behalf of the Participant. If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an Eligible Investment on behalf of a Participant shall create a new Start Date.

23. STEP-UP AMOUNT. The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base.

24. STEP-UP DATE. After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

25. TRANSFER. The initial amount that is transferred from another Plan investment option to an Eligible Investment for the benefit of a Participant ^B[or Eligible Spouse], other than amounts that are exchanged between Eligible Investments.

26. TRANSFERRED ASSETS. Amounts contributed under the terms of the Plan prior to this Rider becoming part of the Agreement or that are transferred to the Plan directly from another plan that meets the requirements of Code Section ^F[403(b)] other than Rollovers.

27. VALUATION DATE. A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

28. WE, OUR OR US. Prudential Retirement Insurance and Annuity Company.

29. WITHDRAWAL. The amount withdrawn for any reason from an Eligible Investment for the benefit of a Participant ^B[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are exchanged between Eligible Investments.

30. YEAR. A "Year" for a Participant ^B[or Eligible Spouse] begins on the Participant's Birthday and ends on the day preceding the Participant's next Birthday.

31. YOU OR YOUR. The person(s) or entity to which the Agreement is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

SECTION 2. GUARANTEED WITHDRAWALS

2.1. Guaranteed Withdrawals. We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^A[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death. ^B[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]

2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero. Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the ^A[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Eligible Investment shall equal the ^A[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option other than an Eligible Investment for the benefit of the Participant ^B[or Eligible Spouse]; or
- b. paid as a Distribution

in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to be made from Our general account during that Year is less than the ^A[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

Also, no subsequent Deposits or Transfers to an Eligible Investment will be permitted.

SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^A[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE

3.1. Income Base and ^A[Annual Guaranteed Withdrawal Amount] Increased following Deposits or Transfers. If a Deposit or Transfer is allocated to an Eligible Investment after the Guaranteed Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit or Transfer.

If the Income Base is increased by a Deposit or Transfer, then the ^A[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the increase in the Income Base. If such Deposit or Transfer is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the Participant's Birthday, then solely in the Year such Deposit or Transfer is allocated the amount described in the preceding sentence shall be reduced by the percentage equivalent to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the ^A[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^A[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit or Transfer, any increase in the ^A[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^A[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^A[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^A[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

3.2. Income Base and ^A[Annual Guaranteed Withdrawal Amount] Increased following Step-Up. On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the ^A[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^A[Annual Guaranteed Withdrawal Amount] is increased. If the entire ^A[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^A[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^A[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant ^B[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits or Transfers, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant ^B[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits and Transfers, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee will apply to the entire Guaranteed Withdrawal Market Value, unless the Participant ^B[or Eligible Spouse] affirmatively elects otherwise pursuant to the next paragraph.

We will provide ^D[ninety (90)] days notice to the Participant ^B[or Eligible Spouse] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such ^D[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such ^D[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an Eligible Investment that will result in a decrease in the Participant's ^B[or Eligible Spouse's] Guaranteed Withdrawal Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's ^B[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

3.3. Income Base and ^A[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals. If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the ^A[Annual Guaranteed Withdrawal Amount] immediately will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

SECTION 4. WITHDRAWALS

4.1. Withdrawals Not Required. Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

4.2. Frequency of Withdrawals. Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the Agreement.

^B[SECTION 5. SPOUSAL BENEFIT]

^B[If the Spouse is the Participant's ^E[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an irrevocable election may also be made to have the ^A[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. The ^A[Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the Participant's Spouse on the date of such election is no longer the Participant's Spouse; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5.1 may not be made prior to the date both the Participant and the Spouse have attained age ^C[55]. Upon the Eligible Spouse's death, any ^A[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 6. PAYMENTS UPON DEATH

6.1. Eligible Investments. Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant ^B[or, if applicable, the Eligible Spouse,] Our guarantees under this Rider shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

6.2. Spousal Beneficiary. If the Participant dies ^B[before his or her Guaranteed Withdrawal Lock-In Date, or after his or her Guaranteed Withdrawal Lock-In Date, but without having elected the Spousal Benefit,] and if the Spouse is the Participant's beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the ^{A&B}[Roll-Up Value and] ^B[Highest Birthday Value] shall be reset to zero. The value of any amounts currently invested in Eligible Investments for the benefit of the surviving Spouse, in accordance with the documents governing such Eligible Investments shall be deemed a new Deposit to such Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a "Participant" and the Spouse's date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the benefits under this Rider.

SECTION 7. FEES.

7.1. Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ^G[1.50%].

We deduct the Guarantee Fee from the Participant's ^B[or Eligible Spouse's] interest in each Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change the Guarantee Fee by providing ^D[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits or Transfers allocated to an Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

7.2. Investment Management Fees and Expenses. Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

7.3. Agreement-related Expenses. If the Agreement's Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant's ^B[or Eligible Spouse's] interest in the Eligible Investments.

SECTION 8. TERMINATION OR DISCONTINUANCE

8.1. Termination of Participant's ^B[or Eligible Spouse's] Benefit. No further benefits will be provided to the Participant ^B[or Eligible Spouse] under this Rider if:

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant ^B[or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's ^B[or Eligible Spouse's] entire interest in the Plan.

8.2. Plan Termination or Discontinuance of Deposits and Transfers. You may elect at any time to not permit additional allocations to Eligible Investments. Any such election shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer the market value of amounts allocated to Eligible Investments for the benefit of each Participant ^B[or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's ^B[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant ^B[or Eligible Spouse] under this Rider.

8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time amounts for allocations to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments. We will exercise these rights in the circumstances when:

- (a) Due to economic environment, capital markets, legal or regulatory framework or strategic business priorities of PRIAC, we determined that our offering Our guarantees under this Rider is no longer commercially practical or desirable, or
- (b) We determine that the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics, or
- (c) In connection with the termination or discontinuance of allocations to Eligible Investments by person authorized to do so, on behalf of the Plan.

Our exercise of this right shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, subject to adjustments to the Guarantee Fee pursuant to Section 7.1 and the terms of this Rider.

SECTION 9. PORTABILITY OF OUR GUARANTEES

If a Participant ^B[or Eligible Spouse] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an “eligible rollover distribution” within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to the Participant or ^B[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

If a Participant’s ^B[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If a Participant’s ^B[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If the Participant ^B[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
 - i. if the transfer occurs before the Participant’s Guaranteed Withdrawal Lock-In Date, the ^H[“highest birthday value” under such contract shall be the Highest Birthday Value] under this Rider; and
 - ii. if the transfer occurs on or after the Participant’s Guaranteed Withdrawal Lock-In Date, the “income base” and ^A[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and ^A[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^B[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the ^H[“highest birthday value” under such contract shall be the Highest Birthday Value] under this Rider, and the “income base” and ^A[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and ^A[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If a Participant’s ^B[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:

- i. the ^H["highest birthday value" under each such contract shall be the Highest Birthday Value] under the Rider, and the "income base" and ^A["annual guaranteed withdrawal amount"] under each such contract shall be the Income Base and ^A[Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the Agreement. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept amounts for allocation to an Eligible Investment. We will exercise this right in circumstances, including but not limited to when the Eligible Investment has materially changed their holdings, strategies, investment policies, or risk/return characteristics. We also reserve the right to not permit exchanges between Eligible Investments. We may exercise this right with respect to an Eligible Investment if We are no longer accepting amounts for allocation into the Eligible Investment.

Our exercising these rights shall apply to all Agreements in the same class of business as the Agreement. Our exercise of these rights shall not affect Our guarantees with regard to Guaranteed Withdrawal Accounts established under this Rider on the effective date of Our ceasing to accept such amounts for allocation to one or more Eligible Investments.

SECTION 11. LIMITATIONS

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for ^D[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from another Plan investment option;
- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to the Participant;
- c. if the total amount allocated to all Eligible Investments in any year is greater than ^C[\$1,000,000] or the total amount of all allocations to all Eligible Investments is greater than ^C[\$2,000,000];
- d. if the amount allocated is for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code; or
- e. If the amount is allocated for the benefit of any Plan Participant ^B[or Eligible Spouse] receiving payments from our general account pursuant to Section 2.2.

SECTION 12. MISCELLANEOUS

12.1. Direction. Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.

12.2. Small Benefits. We shall make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to the Participant ^B[or Eligible Spouse] under this Rider if:

- a. the ^A[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^A[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's ^B[or Eligible Spouse's] Plan account balance to be distributed without the Participant's ^B[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

In such event, the Participant's ^B[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant ^B[or Eligible Spouse] under this Rider.

12.3. Required Minimum Distributions. As of the last Valuation Date in each calendar year ^I[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant ^B[or Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year").

Each such amount shall be based on the assumption that ^J[the sum of] the Guaranteed Withdrawal Market Value ^J[and the net actuarial value of Our guarantees under this Rider to the Participant ^B[or Eligible Spouse]] is the Participant's ^B[or Eligible Spouse's] entire account balance under the Plan. ^B[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law.] If the required minimum distribution (RMD) amount determined using these assumptions exceeds the ^A[Annual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the ^A[Annual Guaranteed Withdrawal Amount] shall be the "RMD Value." Withdrawals taken in the RMD Payment Year shall be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

12.4. Misstatements and Corrections. For purposes of this Rider, if We discover that the Participant's ^B[or Eligible Spouse's] age or spousal status pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will adjust the benefit and any fees on an actuarially equivalent basis.

12.5. Prudential Phone Number. For information and assistance, You may contact Us at Our toll-free number: ^K[877-778-2100].

SEPARATE ACCOUNT APPENDIX

AVAILABLE SUB-ACCOUNT PORTFOLIOS. The following portfolios are available as Sub-accounts of the Separate Account.

- a. [L](#)Prudential Asset Allocation Fund – a series of Prudential Investment Portfolios, Inc.
- b. AST Money Market Portfolio*

*Used only for temporary investments pending receipt of investment instructions in good order for an initial enrollment. [J](#)

ACTIVE LIFE CERTIFICATE

Issued by

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

^A[280 Trumbull Street, Hartford, Connecticut 06103]

This Certificate describes the terms of Our guarantees for You ^B[and Your Eligible Spouse] to make certain withdrawals during ^B[Your life/Your lives]. Such guarantees are made available to You under the Investment Agreement (the “Contract”) issued by PRIAC (“We”, “Our” or “Us”) to the sponsor of the 403(b) Plan in which You participate (“Plan”).

PLEASE READ THIS CERTIFICATE CAREFULLY. You are receiving this Certificate because a Deposit has been allocated to an Eligible Investment available under the Contract. PRIAC requires You ^B[or Your Eligible Spouse] to use the Eligible Investment(s) to receive PRIAC’s guarantee that either You ^B[or Your Eligible Spouse] may make certain withdrawals during ^B[Your life/Your lives].

This Certificate is issued to You in accordance with the Contract and Plan in which You participate.

Our guarantee to pay certain withdrawals during Your ^B[or Your Eligible Spouse’s] life under this Certificate is supported by Our general account. Any other benefits payable under this Certificate that are based on the investment experience of a separate account are variable and are not guaranteed.

Excess Withdrawals may adversely impact the benefits provided under this Contract and may result in a termination of benefits.

GROUP ANNUITY-NON-PARTICIPATING

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

^C[Christine C. Marcks]

^C[President]

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS.....	^A[1]
SECTION 2. GUARANTEED WITHDRAWALS.....	^A[7]
SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^D[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE	^A[7]
SECTION 4. OPERATION OF SEPARATE ACCOUNT.....	^A[9]
SECTION 5. WITHDRAWALS.....	^A[10]
^A[SECTION 6. SPOUSAL BENEFIT.....	^A[11]
^A[SECTION 7.] PAYMENTS UPON DEATH.....	^A[12]
^A[SECTION 8.] FEES.....	^A[12]
^A[SECTION 9.] TERMINATION OR DISCONTINUATION.....	^A[13]
^A[SECTION 10.] PORTABILITY OF OUR GUARANTEES.....	^A[14]
^A[SECTION 11.] ANNUITY OPTION.....	^A[15]
^A[SECTION 12.] INVESTMENTS.....	^A[16]
^A[SECTION 13.] LIMITATIONS.....	^A[17]
^A[SECTION 14.] MISCELLANEOUS.....	^A[17]
 SEPARATE ACCOUNT APPENDIX	

SECTION 1. DEFINITIONS

Capitalized terms not defined in this Certificate will have the meaning given to them in the Contract. For purposes of this Certificate, the following definitions shall apply:

1. ^D[Annual Guaranteed Withdrawal Amount]. For each Year, the annual amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. This amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base on the Guaranteed Withdrawal Lock-In Date.

If the Guaranteed Withdrawal Lock-In Date is not the same date as Your Birthday, Your ^D[Annual Guaranteed Withdrawal Amount] available for the period from the Guaranteed Withdrawal Lock-In Date to Your next Birthday will be reduced by the percentage equivalent of the ratio of:

- i. the number of days in the Year since Your last Birthday; and
- ii. 365 days.

Your ^D[Annual Guaranteed Withdrawal Amount] may be increased or decreased as provided in Section 3 of this Certificate.

Your ^D[Annual Guaranteed Withdrawal Amount] will not be greater than ^E[\$287,500] or less than ^E[\$250].

If the entire ^D[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^D[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal will expire. Any of the ^D[Annual Guaranteed Withdrawal Amount] not taken in a Year will not increase the ^D[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

2. Annuity. You may, but are not required to purchase an annuity under this Contract. An annuity is a benefit that provides a stream of payments over a period of time. Guaranteed Withdrawals are not considered annuity payments.

3. Beneficiary. The person(s) that will receive any death benefit under the Plan funded by the Contract.

4. Birthday. The anniversary of Your birth date, or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.

5. Code. The Internal Revenue Code of 1986, as amended from time to time.

6. Deposits. Amounts that are allocated for investment into an Eligible Investment for the benefit of You ^B[or Your Eligible Spouse].

7. Distributions. Eligible amount that may be taken from your account under the terms of the Plan. When you have a distributable event (i.e. retirement, severance from employment, death,

etc., as specified in the Plan) You or Your beneficiary will be entitled to a distribution from your account under the Contract.

8. Eligible Investment. One of the Sub-account portfolios required to be used in order to receive Our guarantees under this Certificate.

^B[**9. Eligible Spouse.** A Spouse for whom You have elected to receive a Spousal Benefit, in each case in accordance with this Certificate, including the terms and conditions of Section 6.]

10. Excess Withdrawal. The total amount of Withdrawals in any Year in excess of the Annual Guaranteed Withdrawal Amount for that Year. The following Withdrawals are not considered nor do they count as or toward an Excess Withdrawal:

- a. certain withdrawals in connection with Required Minimum Distributions (RMD) as described in Section 14.3 of this Certificate; and
- b. any Contract-related Expenses as described in Section 8.3 of this Certificate other than any applicable Asset Charge.

The amount of any Deposits allocated to an Eligible Investment during any Year will not reduce prior Excess Withdrawals in that Year.

11. Good Order. Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received (and where applicable, processed) at the address set forth in Section 14.10:

- a. in a form that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations;
- b. on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and
- c. with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

12. Guarantee Fee. The fee charged for Our guarantees under this Certificate are described in Section 8.1 of this Certificate.

13. Guaranteed Withdrawal. For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date which:

- a. in total do not exceed the ^D[Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

14. Guaranteed Withdrawal Account. A record-keeping account, set up to track data relevant to Our guarantees under this Certificate.

15. Guaranteed Withdrawal Lock-In Date. The date as of which an ^D[Annual Guaranteed Withdrawal Amount] for the benefit of You ^B[or an Eligible Spouse] is established. Such date shall be the date elected by You ^B[or an Eligible Spouse].

The Guaranteed Withdrawal Lock-In Date may not be earlier than the date You attain age ^E[55].

^B[Your Spouse is not eligible to receive the Spousal Benefit under Section 6 unless both You and Your Spouse have attained age ^E[55] on the Guaranteed Withdrawal Lock-In Date.]

The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

16. Guaranteed Withdrawal Market Value. On each Valuation Date, the aggregate value of Your ^B[or Your Eligible Spouse's] interest in the Eligible Investments as determined in accordance with the documents governing the Eligible Investments.

17. Guaranteed Withdrawal Percentage. The percentage of the Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the ^D[Annual Guaranteed Withdrawal Amount]. ^B[If the Spousal Benefit under Section 6 is not elected, then Your Guaranteed Withdrawal Percentage] shall be determined as follows:

Your Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage ^B [without Spousal Benefit]
^E [Age 55-64	^E [4.75%
Age 65-69	5.50%
Age 70+]	6.25%]

^B[If the Spousal Benefit under Section 6 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as shown in the table below. The election of the Spousal Benefit at the Guaranteed Withdrawal Lock-In Date may not be made prior to both You and the Spouse both reaching age ^E[55].

We will use the younger of You or Your Spouse's age to determine the Guaranteed Withdrawal Percentage on the Guaranteed Withdrawal Lock-In Date.

Lower Age of You or Your Eligible Spouse on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
^E [Age 55-64	^E [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

^B[**18. Highest Birthday Value.** A value under this certificate equal to the Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each Birthday after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.]

^B[The initial amount of each Depositor allocated to an Eligible Investment during a Year will increase each Highest Birthday Value attained prior to that Deposit.

Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal, unreduced by the Withdrawal amount. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If You die before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and Your Spouse, if named as Your Beneficiary on the date of Your death, shall have the rights specified in Section 7.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

19. Income Base. Prior to the Guaranteed Withdrawal Lock-In Date, the “Income Base” equals the ^B[Highest Birthday Value] ^{B&D}[Roll-Up Value] ^B[greater of the Highest Birthday Value and the ^D[Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Guaranteed Withdrawal Lock-In Date, the Income Base is determined only for reference.

On the Guaranteed Withdrawal Lock-In Date, Your ^B[or Your Eligible Spouse’s] “Income Base” equals the ^B[greatest] of his or her:

- a. Guaranteed Withdrawal Market Value; ^{B&D}[or
- b. Roll-Up Value]; ^B[or
- c. ^B[Highest Birthday Value]

on the Valuation Date immediately before the Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Certificate.

The Income Base will not be greater than ^E[\$5,000,000].

20. Investment Agreement. Is a group annuity contract issued by PRIAC.

21. Rollovers. Subject to any limitation on accepting a Deposit or allocations to Eligible Investments under this Certificate, We will accept amounts rolled over from other plans that are directed for investment in an Eligible Investment under the Contract. For purposes of this Certificate, “plans” shall include any "eligible retirement plan" as defined in Code section 402(c)(8).

^B[22. ^D[Roll-Up Value]. The ^D[Roll-Up Value] of a Participant ^B[or Eligible Spouse] equals the sum of all Deposits allocated to an Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E[3%] from the date of the Deposit until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.]

^B[Each Withdrawal from an Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the ^D[Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the ^D[Roll-Up Value] shall be from the reduced ^D[Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the ^D[Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as beneficiary of such Participant shall have the rights specified in Section 7.2.

After the Guaranteed Withdrawal Lock-In Date, the ^D[Roll-Up Value] terminates and is not used in determining the Income Base.]

23. Separate Account. Each Account for participation in a Separate Account is made up of Units. The value of the Units reflects investment results.

^B[**24. Spouse.** For purposes of this Certificate, Spouse shall mean, at the times specified in this Certificate:

- a. the person to whom You are legally married, determined under applicable state law; or
- b. the person with whom You have a legal civil union partnership, recognized under applicable state law.]

^B[**25. Spousal Benefit.** An optional benefit described in Section 6 of this Certificate.]

26. Start Date. The date on which a Guaranteed Withdrawal Account is established for You. This date shall be the date of the first allocation to an Eligible Investment on Your behalf. If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted Deposit into an Eligible Investment on behalf of You shall create a new Start Date.

27. Step-Up Amount. The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base.

28. Step-Up Date. After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes Your Birthday.

29. Valuation Date. A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

30. We, Our, or Us. Prudential Retirement Insurance and Annuity Company.

31. Withdrawal. Any amount withdrawn from an Eligible Investment including amounts transferred from an Eligible Investment to a Plan investment option that is not an Eligible Investment.

A Withdrawal does not include amounts that are exchanged between Eligible Investments.

32. Year. A “Year” for You ^B[or Your Eligible Spouse] begins on Your Birthday and ends on the day preceding Your next Birthday.

33 You or Your. An eligible person named as having ownership rights which evidences an interest in the Contract. ^B[Unless otherwise specified herein, You includes a Spouse who is eligible for the Spousal Benefit described in Section 6.]

SECTION 2. GUARANTEED WITHDRAWALS

2.1 Guaranteed Withdrawals. We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^D[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until Your death. ^B[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after Your death until the death of Your Eligible Spouse, as described in Section 6 of this Certificate.]

2.2 Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero. Subject to Section 9, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year will equal the ^D[Annual Guaranteed Withdrawal Amount], if:

- a. the Guaranteed Withdrawal Account Value is \$0.00; and
- b. the ^D[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date.

In accordance with direction We receive, any payments from Our general account will be made in one or more payments and:

- i. credited to a Plan investment option other than an Eligible Investment for Your benefit ^B[or the benefit of Your Eligible Spouse]; or
- ii. paid as a Distribution.

However, in the Year We first make payments from Our general account, if the total amount of the payments expected to be made from Our general account during that Year is less than the ^D[Annual Guaranteed Withdrawal Amount], then We may make a single sum payment of such total amount.

SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^D[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE

3.1 Income Base and ^D[Annual Guaranteed Withdrawal Amount] Increased following Deposits. The ^D[Annual Guaranteed Withdrawal Amount] will increase if a Deposit or Transfer is allocated to an Eligible Investment after the Guaranteed Withdrawal Lock-In Date. The Income Base will increase by the amount of such Deposit.

If the Income Base is increased by a Deposit, then the ^D[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of

- (i) the Guaranteed Withdrawal Percentage, and
- (ii) the amount of the increase in the Income Base.

In the first Year that the Guaranteed Withdrawal Lock-In Date is elected, We will reduce the amount of such increase if the Deposit is not allocated on Your Birthday. The amount of the

reduction is equal to the percentage equivalent to the ratio of (i) the number of days in the Year since Your last Birthday and (ii) 365 days.

The additional amount of the ^D[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^D[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, any increase in the ^D[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^D[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^D[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^D[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, any permitted Deposit to an Eligible Investment will cause a new Start Date.

3.2 Income Base and ^D[Annual Guaranteed Withdrawal Amount] Increased following Step-Up. On each Birthday after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the ^D[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base.

The additional amount maybe taken as a Guaranteed Withdrawal in the Year in which the ^D[Annual Guaranteed Withdrawal Amount] is increased. If the entire ^D[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^D[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^D[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If we have not notified You ^B[or Your Eligible Spouse] about an increase in the Guarantee Fee, then the Income Base will be increased automatically by the Step-Up Amount.

If we have notified You ^B[or Your Eligible Spouse] about an increase in the Guarantee Fee as set forth in Section 8.1, then We will increase the Income Base by the amount of the Step-Up unless You ^B[or Your Eligible Spouse] reject(s) the increase in the manner described in the next paragraph. If the Income Base is increased by the Step-Up Amount, then the increased Guarantee Fee will apply to the entire guaranteed withdrawal market value.

We will give You ^B[or Your Eligible Spouse] ^F[ninety (90)] days notice of Your ^B[or Your Eligible Spouse's] eligibility for the increase in the Income Base. The Notice will state that by accepting the Step-Up Amount, You ^B[or an Eligible Spouse] will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. If You ^B[or Your Eligible Spouse] accept(s) the Step-Up amount, this will result in an increase in the Guarantee Fee. If You ^B[or an Eligible Spouse] decide(s) to reject both increases, We must be notified in writing within the

^F[ninety (90)] day period. Otherwise, We will consider that You ^B[or Your Eligible Spouse] ^B[have/has] accepted both increases.

During the ^F[ninety (90)] day period, We may require that a direction for a Withdrawal from an Eligible Investment must also specify that the Guarantee Fee is accepted or rejected.

You ^B[or Your Eligible Spouse's] rejection of a Step-Up amount does not affect the eligibility for subsequent Step-Up Amounts.

3.3 Income Base and ^D[Annual Guaranteed Withdrawal Amount] Decreased by Excess Withdrawals. If You ^B[or an Eligible Spouse] take(s) an Excess Withdrawal in a Year, We will decrease the Income Base by the percentage equivalent to the ratio of:

- (i) the amount of the Excess Withdrawal; and
- (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the ^D[Annual Guaranteed Withdrawal Amount] available the subsequent Year will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

SECTION 4 – OPERATION OF THE SEPARATE ACCOUNT

4.1. General. The assets supporting our obligations under this Certificate may be held in various accounts, depending on the obligation being supported. Assets supporting guarantees under this Certificate are held in our General Account. Assets supporting account values under this Certificate are held in the Separate Account established under the laws of the State of Connecticut.

4.2. Separate Account. We are the legal owner of assets in the Separate Account. Income, gains and losses, whether or not realized, from assets allocated to the Separate Account, are credited to or charged against the Separate Account in accordance with the terms of the annuities supported by such assets without regard to Our other income, gains or losses or to the income, gains or losses in any other of Our separate accounts. We will maintain assets in the Separate Account with a total market value at least equal to the reserve and other liabilities We must maintain in relation to the obligations supported by such assets. These assets may only be charged with liabilities that arise from such obligations. The Separate Account also holds assets of other contracts issued by Us with values and benefits that vary according to the investment performance of the Separate Account.

The Separate Account is registered with the Commission under the Investment Company Act of 1940 as a unit investment trust, which is a type of investment company. This does not involve any supervision by the Commission of the investment policies, management or practices of the Separate Account.

The Separate Account consists of Sub-accounts. Sub-accounts may invest in underlying mutual funds or portfolios. We reserve the right to change the investment policy of any or all Sub-accounts, add Sub-accounts, eliminate Sub-accounts, combine Sub-accounts, limit access to a

Sub-account or to substitute underlying mutual funds or portfolios of underlying mutual funds, subject to any required regulatory approvals. Values and benefits based on deposits to the Sub-accounts will vary with the investment performance of the underlying mutual fund or fund portfolios, as applicable. We do not guarantee the investment results of the Separate Account or any Sub-account.

We may from time to time change material features of, or close, certain Separate Accounts or Sub-accounts. Any changes will be made only if permitted by applicable law and regulations. Also, when required by law, we will obtain the approval of Investors and You of the changes and the approval of any appropriate regulatory authority.

For Plans subject to the fiduciary provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, We will exercise our rights under this Section to substitute underlying portfolios only with the consent of the Plan fiduciary.

The amount of our obligations in relation to allocations to the Sub-accounts is based on the investment performance of the Sub-accounts. However, the guarantees provided under this Certificate are our general corporate obligations.

4.3 Units and Unit Value. The value of this Certificate’s interest in a Sub-account is measured in terms of Units of the applicable Sub-account. You are credited Units in each Sub-account in which you invest. The number of Units credited is determined by dividing each Deposit made to a Sub-account by the applicable Unit Value for the Valuation Day on which the Deposit is received by Us in Good Order. We determine the value of a Unit, the Unit Value, each Valuation Day by adding up the value of all assets held in the Sub-account, subtracting any liabilities, expenses and charges, and dividing the result by the number of units outstanding.

4.4 Expenses. We will deduct from the Separate Account the Expenses set forth in the Contract.

4.5 Voting Rights. Certain Separate Accounts hold securities that have voting rights. We normally exercise these rights. However, we reserve the right to solicit You for instruction as to how to vote some or all of the securities in these accounts.

SECTION 5. WITHDRAWALS

5.1 Withdrawals Not Required. This Certificate does not require You ^B[or Your Eligible Spouse] to take Withdrawals.

5.2 Frequency of Withdrawals. This Certificate does not place any restrictions on the amount or frequency of Withdrawals.

5.3 Pro-Ration of Withdrawals. If you have amounts in an Eligible Investment subject to more than one Guarantee Fee, the amount to be withdrawn from the Eligible Investment will be pro-rated among the amounts subject to each Guarantee Fee.

^B[SECTION 6. SPOUSAL BENEFIT

If Your Spouse is Your sole Beneficiary on the date You elect Your Guaranteed Withdrawal Lock-In Date, as part of that election, You may also make an election to have the ^D[Annual Guaranteed Withdrawal Amount] continue to be available after Your death as Guaranteed Withdrawals during Your Spouse's life. This election will be irrevocable.

If this election is made, the ^D[Annual Guaranteed Withdrawal Amount] will be available to Your Spouse on the date of such election, upon Your death, provided that on the date of Your death:

- a. the same Spouse is living;
- b. You are legally married to the same Spouse; and
- c. the same Spouse is Your ^G[sole] Beneficiary.

If Your Spouse is not Your ^G[sole] Beneficiary on the date an election of a Guaranteed Withdrawal Lock-In is made, the ^D[Annual Guaranteed Withdrawal Amount] will not be available to him or her after Your death.

When Your Eligible Spouse dies, the ^D[Annual Guaranteed Withdrawal Amount] will cease to be available. Any Guaranteed Withdrawal Market Value will be payable pursuant to Section 7.1 of this Certificate.

The election under this Section 6 may not be made prior to the date both You and Your Spouse have attained age ^E[55].

Any amounts remaining in the Plan following Your death must be distributed in accordance with the terms of the Plan and the Code. If Your Spouse is a civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent Your Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit Your Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 7. PAYMENTS UPON DEATH

7.1 Eligible Investments. Except as provided in Section 7.2, for each Eligible Investment, upon ^B[the later of] Your death ^B[or, if applicable, Your Eligible Spouse's death], Our guarantees under this Certificate shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid in accordance with the contract.

7.2 Spousal Beneficiary. If You die and if Your Spouse is Your Beneficiary on the date of Your death, then, the amounts invested in Eligible Investments for the behalf of Your surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

^B[Except as provided in Section 6,] all of Our guarantees under this Certificate immediately will expire with no value and any existing ^{B&D}[Roll-Up Value] ^B[Highest Birthday Value], ^D[Annual Guaranteed Withdrawal Amount] and Income Base shall be reset to zero. The value of any amounts currently invested in Eligible Investments for the benefit of Your surviving Spouse, determined in accordance with the documents governing such Eligible Investments, shall be deemed a new Deposit to such Eligible Investments for the benefit of Your surviving Spouse, creating a new Start Date. On this new Start Date, the ^B[Highest Birthday Value] shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Certificate only, Your Spouse shall have the rights of You, and Your Spouse's date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following Your death must be distributed in accordance with the terms of the Plan and the Code. If Your Spouse is a civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent Your Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit Your Spouse's ability to receive the benefits and guarantees under this Certificate.

SECTION 8. FEES

8.1 Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ^I[1.50%].

We deduct the Guarantee Fee from Your ^B[or Your Eligible Spouse's] interest in the Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change annually the Guarantee Fee by providing ^F[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits allocated to an Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Certificate. We will keep a record of amounts subject to each Guarantee Fee.

8.2 Investment Management Fees and Expenses. Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in

accordance with the documents governing the Eligible Investments.

8.3 Investment Agreement Related Expenses. If the Contract's Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from Your ^B[or Your Eligible Spouse's] interest in the Eligible Investments.

SECTION 9. TERMINATION OR DISCONTINUATION

9.1 Termination of Your ^B[or Your Eligible Spouse's] Benefit. No further benefits will be provided to You ^B[or Your Eligible Spouse] under this Certificate, if:

- a. No amounts are allocated to Eligible Investments for the benefit of You ^B[or Your Eligible Spouse] and the Income Base equals \$0.00; or
- b. Your ^B[or Your Eligible Spouse's] entire interest in the Plan is required to be distributed from the Plan.

9.2 Plan Termination or Discontinuance of Allocations to Eligible Investments. The Contract permits the Plan to elect at any time to not permit additional allocations to Eligible Investments. Any such election will not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date of such election unless the Plan makes the election in the next sentence. The Contract also permits the Plan, upon ^F[thirty (30)] days advance written notice to Us, to direct Us to transfer the market value of amounts allocated to Eligible Investments for Your ^B[or Your Eligible Spouse's] benefit to another Plan investment option selected by the person or entity authorized to act on behalf of the Plan. In such event, We will cancel Your ^B[or Your Eligible Spouse's] Guaranteed Withdrawal Account, and We would have fulfilled Our guarantees to You ^B[or Your Eligible Spouse] as provided under this Certificate. Refer to Section 14.10 of this Certificate for additional information.

9.3 PRIAC Termination. The Contract gives Us the right (i) to cease accepting at any time amounts for allocation to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments, if We determine continuing to do so is no longer in Our interest. We must provide You ^B[or Your Eligible Spouse] with ^F[thirty (30)] days advance written notice. We will exercise these rights in circumstances when:

- a. due to economic environment, capital markets, legal or regulatory framework or strategic business priorities of PRIAC, we determine that offering Our guarantees under this Certificate is no longer commercially practical or desirable;
- b. we determine that the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics, or
- c. in connection with termination or discontinuance of allocations to Eligible Investments by a person authorized to do so on behalf of the Plan.

Our exercising these rights shall apply to all contracts in the same class of business as the Contract. Our exercise of these rights shall not affect Our guarantees with regard to amounts

allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, subject to adjustments to the Guarantee Fee pursuant to Section 8.1 and the terms of this Certificate.

SECTION 10. PORTABILITY OF OUR GUARANTEES

If You ^B[or Your Eligible Spouse] ^B[have/has] amounts allocated to an Eligible Investment for Your ^B[or Your Eligible Spouse's] benefit, and You ^B[or Your Eligible Spouse] are eligible to receive a Distribution from the Plan, which is an "eligible rollover distribution" within the meaning of Section 402(f)(2) of the Code, then subject to availability, We will make available to You ^B[or Your Eligible Spouse] the right to transfer all or part of Our guarantees under this Certificate to one of more contracts as described below.

The availability of such a contract will be subject to Our receiving any applicable regulatory approvals.

If Your ^B[or Your Eligible Spouse's] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is directly transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If Your ^B[or Your Eligible Spouse's] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract and a traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If You ^B[or Your Eligible Spouse] transfer(s) directly to such contract all of the Guaranteed Withdrawal Market Value under this Certificate, then on the date of such transfer:
 - i. if the transfer occurs before the Guaranteed Withdrawal Lock-In Date, the ^B["highest birthday value" under such contract will be the Highest Birthday Value] under this Certificate; and
 - ii. if the transfer occurs on or after the Guaranteed Withdrawal Lock-In Date, the "income base" and ^D["annual guaranteed withdrawal amount"] under such contract will be the Income Base and ^D[Annual Guaranteed Withdrawal Amount], respectively.
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, You ^B[or Your Eligible Spouse] may make a one-time election to transfer directly a portion of the Guaranteed Withdrawal Market Value to such contract.

If You ^B[or Your Eligible Spouse] make(s) such election, then on the date of the transfer, the ^H["highest birthday value" under such contract shall be the Highest Birthday Value] under this Certificate, and the "income base" and ^D["annual guaranteed withdrawal amount"] under such contract shall be the Income Base and ^D[Annual Guaranteed Withdrawal Amount] under this Certificate, respectively in all cases reduced by the percentage equivalent to the ratio of:

- i. the amount of the Guaranteed Withdrawal Market Value remaining after the transfer; and
 - ii. the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If Your ^B[or Your Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and You ^B[or Your Eligible Spouse] transfers directly all of his or her Guaranteed Withdrawal Market Value under this Certificate, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
- i. the ^H["highest birthday value"] under each such contract shall be the Highest Birthday Value under this Certificate, and the "income base" and ^D["annual guaranteed withdrawal amount"] under each such contract shall be the Income Base and ^D[Annual Guaranteed Withdrawal Amount] under this Certificate, respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Under such contract(s), the ^B[Highest Birthday Value and] Income Base ^B[is/are] determined in the same manner. However, such contract(s) will have different eligible investments, may require a minimum initial purchase payment, and may have different maximum and minimum annual guaranteed withdrawal amounts and guarantee fees. The portability described in this Section 10 is not available for amounts paid from our general account under Section 2.2.

SECTION 11. ANNUITY OPTION

You ^B[or Your Eligible Spouse] may elect to receive any Distribution from the Plan in the form of an annuity, if the Plan provides for it. The amount used to purchase the annuity may include all or a part of Your ^B[or Your Eligible Spouse's] benefit under the Plan, including any Guaranteed Withdrawal Market Value.

An annuity is a benefit that provides a stream of payments over a period of time. If an annuity is elected, We will reduce the amount We apply to purchase the annuity by a state premium tax, if applicable, and an annuity purchase fee. We will provide an annuity based on Our existing business practices. The annuity we purchase with respect to all or part of Your ^B[or Your

Eligible Spouse's] benefit under the Plan, as determined at the time of its commencement, will not be less than that which would be provided by the application of such amount to purchase a single consideration immediate annuity, that we offer at that time for the same class of business as the Contract that funds the Plan in which You participate.

If You elect to purchase a fixed annuity under the Contract, the payments are fixed and will not vary.

Any amount withdrawn from an Eligible Investment to purchase an annuity is a Withdrawal and is subject to the terms of this Certificate governing Withdrawals.

If You ^B[or Your Eligible Spouse] purchase(s) an annuity using all Your ^B[or Your Eligible Spouse's] assets invested in Eligible Investments, then We will cancel all Our guarantees made to You ^B[or Your Eligible Spouse] under this Certificate in accordance with Section 9 of this Certificate.

If You ^B[or Your Eligible Spouse] elect(s) to purchase an annuity, an individual certificate will be issued to You.

SECTION 12. INVESTMENTS

As a condition of receiving Our guarantees under this Certificate, We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the Contract. Upon ^F[thirty (30) days] advance written notice, We reserve the right:

- a. to change or eliminate Eligible Investments and/or asset allocation models, and not accept amounts for allocation to an Eligible Investment, and
- b. to not permit exchanges between Eligible Investments.

We will exercise these rights in circumstances, including but not limited to, when the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics.

Our exercising these rights shall apply to all contracts in the same class of business as the Contract and shall not affect Our guarantees with regard to the Guaranteed Withdrawal Accounts established under this Certificate on the effective date of Our ceasing to accept such amounts for allocation to Eligible Investments.

SECTION 13. LIMITATIONS

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for ^F[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from another Plan investment option;
- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to You;
- c. if the total amount allocated to all Eligible Investments in any Birthday Year is greater than ^E[\$1,000,000] or the total amount of all allocations to all Eligible Investments is greater than ^E[\$2,000,000];
- d. if the amount allocated is for the benefit of an individual who is Your Beneficiary, but ineligible for distribution of Your interest in accordance with Section 401(a)(9)(B)(iv) of the Code and subject to Title I of ERISA; or
- e. if the amount is allocated for the benefit of You ^B[or an Eligible Spouse] receiving payments from our general account pursuant to Section 2.2.

SECTION 14. MISCELLANEOUS

14.1 Direction. Contrary to any provisions in this Certificate, PRIAC will take direction under this Certificate from the person or entity authorized to give such direction under the terms of the Plan. We are under no obligation to act until We receive such direction.

14.2 Small Benefits. We will make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to You [or Your Eligible Spouse] under this Certificate if:

- a. the ^D[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^D[Annual Guaranteed Withdrawal Amount] required by this Certificate; or
- b. You ^B[or Your Eligible Spouse's] Plan account balance is distributed from the Plan without Your ^B[or Your Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code and subject to Title I of ERISA or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Certificate.

In such event, We will cancel Your ^B[or Your Eligible Spouse's] Guaranteed Withdrawal Account, and We would have fulfilled Our guarantees to You ^B[or Your Eligible Spouse] as provided under this Certificate.

14.3 Required Minimum Distributions. If You ^B[or Your Eligible Spouse] ^B[is/are] required to take a required minimum distribution (RMD) from the Plan that will exceed Your ^D[Annual Guaranteed Withdrawal Amount], then all or a portion of these required distributions may be treated as Excess Withdrawals. Any additional Withdrawal amount that is not treated as an Excess Withdrawal for this purpose will be determined by Us as set forth below.

As of the last Valuation Date in each calendar year ^J[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (the “RMD Calculation Date”), We determine, following procedures communicated to You, the amount You ^B[or Your Eligible Spouse] must withdraw to comply with requirements of Section 401(a)(9) of the Code and subject to Title I of ERISA that apply to distributions over Your life, the life of a designated Beneficiary, or the lives of You and a designated Beneficiary, during the following calendar year (the “RMD Payment Year”).

This amount will be based on the assumption that ^K[the sum of]the Guaranteed Withdrawal Market Value ^K[and the net actuarial value of Our guarantees to You] ^B[or Your Eligible Spouse] under this Certificate is Your ^B[or Your Eligible Spouse’s] entire account balance under the Plan. If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a “spouse” for purposes of federal law.

If the RMD amount, determined using these assumptions, exceeds the Annual Guaranteed Withdrawal Amount on the RMD Calculation date, then the difference between the RMD amount and the Annual Guaranteed Withdrawal Amount will be the “RMD Value.”

Withdrawals taken in the RMD Payment Year will be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year will expire and not increase the RMD Value in any subsequent RMD Payment Year.

14.4 Misstatements and Corrections. If We discover that Your ^B[or Your Eligible Spouse’s] age was misstated, We will make adjustments to any fees, guarantees or other values under this Certificate to reasonably conform to the facts. Such adjustments will follow Our established procedures applied on a uniform basis.

14.5 Assignment. Our guarantees as described in this Certificate are for the exclusive benefit of You, ^B[Your Eligible Spouse] and beneficiary, if applicable. To the full extent permitted by law and the Contract, Our guarantees are not subject to legal process for the claims of creditors of anyone. You, ^B[Your Eligible Spouse], or beneficiary may not assign, forfeit or transfer Our guarantees, except as provided in this Certificate.

14.6 Information and Proof. We may require any information and proof that we believe is necessary to fulfill our obligation under this Certificate.

14.7 Regulatory Requirements. Any revision to the Contract will not affect Our guarantees as provided in this Certificate unless the revision is required to comply with federal or state law or any applicable rule or regulation issued by a government agency.

14.8 Investment Decisions. The Plan may allow You ^B[or Your Eligible Spouse] to make some investment decisions and direct investments, but the Contract permits the Plan or its designated representative(s) to retain fiduciary responsibility for the decision to transfer or withdraw Plan funds held under the Contract. If the Plan or its designated representatives exercises fiduciary responsibility, Your ^B[or Your Eligible Spouse's] consent to such withdrawals and/or transfers is not required. An ERISA fiduciary must act in the best interest of the Plan participants.

14.9. Vested Interest. You are always 100% vested in Your deposits and the investment earnings on those deposits. If there are employer deposits in Your account, and the employer has completely discontinued deposits under the Plan, or terminated it, You are also 100% vested in Your employer deposits and the earnings on those deposits.

14.10 Correspondence. You will send any notices with respect to Our guarantees described in this Certificate to Us in writing (by first class mail, postage prepaid), or as mutually agreed upon between Us and the Plan.

You will send them to Us at the following address:

Prudential Retirement Insurance and Annuity Company
Prudential Retirement
^A[Defined Contribution Administration
280 Trumbull Street
Hartford, CT 06103]

We will send any correspondence to You ^B[or Your Eligible Spouse] at the address last shown on our records.

14.11 Reports to You. We provide reports to You. We will provide You with reports at least once annually showing the Account Value and other relevant information about Your Annuity. You may also request additional reports.

14.12 Prudential Phone Number. For information and assistance, You may contact Us at Our toll-free number: ^L[877-778-2100]. You will be informed of any changes to this toll-free number.

SEPARATE ACCOUNT APPENDIX

AVAILABLE SUB-ACCOUNT PORTFOLIOS. The following portfolios are available as Sub-accounts of the Separate Account.

- a. ^M[Prudential Asset Allocation Fund – a series of Prudential Investment Portfolios, Inc.
- b. AST Money Market Portfolio*

*Used only for temporary investments pending receipt of investment instructions in good order for an initial enrollment.]

State:	Arkansas	Filing Company:	Prudential Retirement Insurance and Annuity Company
TOI/Sub-TOI:	A03G Group Annuities - Deferred Variable/A03G.002 Flexible Premium		
Product Name:	GA-2060-IA-TGWB-0805		
Project Name/Number:	GA-2060-IA-TGWB-0805/GA-2060-IA-TGWB-0805		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Attached is the completed Arkansas Certification. Also attached is the completed Flesch (Readability) Certification for the Active Life Certificate. Flesch Certification is not applicable to the Group Annuity Contract Form and Rider Form.		
Attachment(s):			
Arkansas Certification.pdf			
Readability Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Application GA-2008 APP was approved by the Department on March 16, 2010.		

		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variability for GA-2060-IA-TGWB-0805		
Comments:			
Attachment(s):			
GA-2060-IA-TGWB-0805 MOV.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variability for GA-2060-TGWB-0805		
Comments:			
Attachment(s):			
GA-2060-TGWB-0805 MOV.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Redlined Compare of GA-2060-IA-0805 to GA-2060-IA-TGWB-0805		
Comments:	Attached is the redlined comparison of previously approved form GA-2060-IA-0805, to new Contract Form GA-2060-IA-TGWB-0805.		

State:	Arkansas	Filing Company:	Prudential Retirement Insurance and Annuity Company
TOI/Sub-TOI:	A03G Group Annuities - Deferred Variable/A03G.002 Flexible Premium		
Product Name:	GA-2060-IA-TGWB-0805		
Project Name/Number:	GA-2060-IA-TGWB-0805/GA-2060-IA-TGWB-0805		

Attachment(s):
Redlined Compare Doc GA-2060-IA-0805 to GA-2060-IA-TGWB-0805_.pdf

		Item Status:	Status Date:
Satisfied - Item:	Redlined Compare of GA-2020-TGWB4-0805 to GA-2060-TGWB-0805		
Comments:	Attached is the redlined comparison of previously approved form GA-2020-TGWB4-0805, to new Rider Form GA-2060-TGWB-0805.		
Attachment(s):			
Redlined Compare Doc GA-2020-TGWB4-0805 to GA-2060-TGWB-0805_.pdf			

PRUDENTIAL INSURANCE COMPANY OF AMERICA

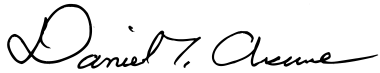
CERTIFICATION

We certify that in our judgment the following policy forms which are included in the filing are in compliance with Regulation 19, Regulation 49, and ACA 23-79-138 as well as all applicable requirements of the Department.

Group Annuity Contract (Contract Form): GA-2060-IA-TGWB-0805

Investment Addendum (Rider Form): GA-2060-TGWB-0805

Group Annuity Active Life Certificate (Certificate Form): ALC-2060-TGWB-0805



Daniel T. Arcure
Second Vice President

12/17/2012

Date

Name of Company: Prudential Retirement Insurance and Annuity Co.

Form Number(s): ALC-2060-TGWB-0805

Officer's Name: Daniel T. Arcure

Officer's Title: Second Vice President

Date: 12/17/2012

MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Form

GA-2060-IA-TGWB-0805

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. Punctuation may be corrected or added to clarify provisions, but not to change their meaning. The Form, when issued, may vary in format and Company logo.

- A Allows for changes to the basic identifying information used in issuing the contract, e.g. names, dates, addresses. The Table of Contents may be modified to properly reflect final pagination and attachments.
- B Will be modified to align with the type of plan/program being covered by the Form (e.g. subject to ERISA, or not) or with specific plan provisions.
- C Text will be included, or not, according to the terms agreed upon with the client. The language, when included, will be substantially similar to what is shown. When excluded, the remaining items will be relettered/renumbered accordingly.
- D Day counts and dollar thresholds may vary according to the terms agreed upon with the client.
- E Allows for the specification of the jurisdiction of issuance and/or governing law.
- F The Annuity purchase provision may be modified to allow for changes in business practice (e.g. changes in the actuarial assumptions, loading, forms of annuity made available).
- G Will reflect PRIAC's underwriting guidelines and the fees listed in the prospectus.
- H This text may be updated to reflect a change in PRIAC's toll-free phone number.

MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Form

GA-2060-TGWB-0805

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. Punctuation may be corrected or added to clarify provisions, but not to change their meaning. The Form, when issued, may vary in format.

- A The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Upon such change, the numerical sequence of the term as it appears in Section 1 will also change. Some examples are as follows: we may change the name of the term “Annual Guaranteed Withdrawal Amount” to “Lifetime Annual Withdrawal Amount” or the name of the term “Roll-Up Value” to “Guaranteed Income Growth Value”.
- B The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded. If excluded, the remaining items will be renumbered accordingly.
- C Ages, dollar amounts, date, number of years, and percentages will vary in accordance with PRIAC’s underwriting guidelines. Changes to inforce Forms will only be made prospectively unless such a change would be beneficial to the participant.
- D Day counts may vary according to the terms agreed upon with the client.
- E This text may vary to conform to the terms of the particular qualified plan’s beneficiary provision.
- F Text will be modified to align with the type of plan being covered by the Form (e.g. ERISA or Non-ERISA).
- G The maximum Guarantee Fee may be changed prospectively for an entire class of business.

H The text included is the default text, but may be replaced with one of the following depending on whether the Form or the IRA contract includes or excludes the “highest birthday value” or “roll-up value”. For Section 9.c.i., the alternative text variations are exactly as shown below. For Section 9.a.i. and Section 9.b., the word “each” in each variation will be deleted. All other text variations will not change. The term “Roll-Up Value” is subject to change as described in Item B above.

- 1 “highest birthday value” and ^A [“roll-up value”] under [each] such contract shall be the Highest Birthday Value and ^A [Roll-up Value], respectively,
- 2 “highest birthday value” under [each] such contract shall be the greater of the Highest Birthday Value and the ^B [Roll-Up Value]
- 3 ^A [“roll-up value”] under [each] such contract shall be the ^A [Roll-Up Value], and
- 4 “highest birthday value” and ^A [“roll-up value”] under [each] such contract shall each equal the Highest Birthday Value.

I Items will vary according to the terms agreed upon with the client.

J The text will be included or excluded based on the legal requirements applicable to the type of plan covered under the Investment Agreement.

K This text may be updated to reflect a change in PRIAC’s toll-free phone number.

L We reserve the right to add Sub-accounts, eliminate Sub-accounts, or combine Sub-accounts subject to any required regulatory approvals.

INVESTMENT AGREEMENT

issued by

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

^A[a wholly owned subsidiary of The Prudential Insurance Company of America, ~~Ine,~~
280 Trumbull Street, Hartford, Connecticut 06103-]

INVESTMENT AGREEMENT NUMBER: ^A[GA-00000]

ISSUED TO: ^A[Trustees of ABC Company Annuity Plan]

EFFECTIVE DATE: ^A[January 1, ~~2006~~2009]

ISSUE DATE: ^A[January 1, ~~2006~~2009]

This Agreement is a group annuity contract that funds benefits for tax sheltered annuity ^B[plans] described in section 403(b) of the Internal Revenue Code ^B[~~and subject to Title I of ERISA~~] and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each ^B[plan]. However, this Agreement does not require the purchase of annuities. This Agreement and any Participant accounts are nonassignable and nontransferable, except, with Our consent, in the event of a “qualified domestic relations order” within the meaning of section 414(p) of the Internal Revenue Code, or a loan to a Participant under the terms of the Plan.

Prudential Retirement Insurance and Annuity Company (“PRIAC”) will accept Deposits of ^B[Plan] assets and pay Benefits under the terms of this Agreement. The entire Agreement between You and Us consists of the Application ~~and the provisions~~ together with all Riders, Addenda and Schedules that We have attached to and made part of this Agreement.

PRIAC issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement.

~~All assets under this Agreement~~ Payments and values that ~~are invested in PRIAC’s general account or~~ based on the investment experience of a ~~guaranteed separate account-~~ are not guaranteed. The operation of any separate account is described in this Agreement.

In Witness Whereof, PRIAC has executed this Agreement on the Issue Date, to take effect on the Effective Date.

^A[_____
President]

TABLE OF CONTENTS

Sections of Base Agreement	Starting on Page
1 Deposits.....	<u>1</u>
2	
2	Rollovers and
Transfers Between Plan Investment Options.....	<u>32</u>
3 Distributions.....	<u>3</u>
4 <u>Operation of the Separate Account.....</u>	<u>6</u>
4 <u>5</u>	Operational
Agreements	<u>68</u>
5 <u>6</u>	Termination
89	
6 <u>7</u>	Miscellaneous
1011	
7 <u>8</u>	Annuities
1213	
8 <u>9</u>	Definitions
141	

Expense Schedule

Following Base Agreement:

Target Guaranteed ~~Income Fund Investment Addendum~~ Withdrawal Rider

Separate Account ~~PPS Investment Addendum~~ Appendix

~~1~~
Application

SECTION 1 - DEPOSITS

1.1 CONTRIBUTIONS. Subject to the terms of the ^B{Plan}, the Investor (“You”) will deposit Contributions that are directed for investment under this Agreement. ~~€{You may reduce the amount of Contributions by- ^B{Plan} distributions to Participants for any contribution period.}~~ Participant elective deferrals made under a salary reduction agreement by a Participant, or under the automatic deferral provision of the Plan, if no election by Participant, for any tax year, may not exceed the limitations of Code section 402(g), except as otherwise permitted under Code section 414(v).

~~€{1.2 MINIMUM CONTRIBUTIONS. PRIAC (“We”, “Our” or “Us”) may require a minimum amount of Contributions for investment under this Agreement, in any one ^B{Plan} year, equal to \$35,000.}~~

~~€{1.3}~~ TRANSFERRED ASSETS. You will deposit amounts contributed under the terms of the ^B{Plan} prior to the Effective Date of this Agreement that are directed for investment under this Agreement.

Subject to the terms of the ^B{Plan} and as permitted by the Code, and subject to Our agreement to accept such transfers, You will deposit amounts transferred from a tax sheltered annuity ^B{plan} described in section 403(b) of the Code that are directed for investment under this Agreement. ~~}.}~~

1.4—~~3~~ TIMING OF ~~CONTRIBUTIONS- €{AND TRANSFERRED ASSETS.}~~ DEPOSITS. You will deposit Contributions- ~~€{and Transferred Assets} €{within- ^D{thirty one (31) days} of the date specified in the- ^B{Plan}. However, We will allow a grace period of- ^D{thirty one (31) days} or, if less,} the time required by law for Contributions. You- €{and the contributing employers} will must ensure that all Contributions due Deposits for investment under the- ^B{Plan} this Agreement are made within the time required by law.~~

~~€{1.5.4~~ ROLLOVERS. Subject to the terms of the ^B{Plan} and as permitted by the Code, and subject to Our agreement to accept such rollovers, You will deposit rollover amounts that are directed for investment under this Agreement and contributed to the ^B{Plan} under Code sections 403(b)(8) or section 408(d)(3)(A)-~~}.}~~

1.65 ACCEPTANCE OF DEPOSITS. We will only accept Deposits specified in the preceding paragraphs. We reserve the right to cease accepting new Deposits at any time. We also reserve the right to limit the amount of Deposit in the aggregate or during a specified time period. Any such restrictions will be communicated to You.

1.76 ALLOCATION DATE FOR DEPOSITS. We will allocate Deposits as of the ~~valuation date~~Valuation Date coinciding with or next following the date We receive the Deposits. ~~The applicable Investment Addendum specifies the valuation date, together with investment instructions in Good Order.~~

1.7 VESTING. Subject to the terms of the Plan, each Participant's interest in his/her Participant account attributable to Contributions, on his/her behalf, together with earnings credited thereto, is at all times fully vested and nonforfeitable.

SECTION 2 — ROLLOVERS AND TRANSFERS BETWEEN ^B~~{PLAN}~~ INVESTMENT OPTIONS

2.1 ROLLOVER. Subject to the terms of the Plan, and as permitted by the Code, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan as follows: an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code sections 401(a) or 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible governmental employer described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution. For Roth contributions, an eligible retirement plan is a Roth IRA, described in Code section 408A, a Roth account in another 401(k) or 403(b) plan which allows Roth contributions.

2.2 AUTOMATIC ROLLOVER DISTRIBUTION. In the event of a mandatory distribution (as defined by the Plan), if a Participant does not elect to have a distribution paid directly to an eligible retirement plan, or to receive the distribution directly, the distribution will be paid to an individual retirement plan, as defined by the Plan.

~~2.1~~ 2.3 TRANSFERS. Subject to the terms of the ^B~~{Plan}~~, and applicable law, Participants may direct Transfers among Sub-accounts or between ^B~~{Plan}~~ investment vehicles, ~~including a Sub-account and any investment vehicle described in an Investment Addendum option made available under this Agreement.~~ the Plan. We will apply any limitations described in ~~the Base Agreement or in the applicable Investment Addendum under this Agreement~~ to these Transfers. ~~Participants must independently choose to make Transfers between~~ ^B~~{Plan}~~ investment options, free from corporate or trustee suggestion or persuasion.

~~2.24~~ 2.4 ALLOCATION DATE FOR TRANSFERS. We will allocate Transfers ~~between investment vehicles~~ as of the ~~valuation date~~ Valuation Date coinciding with or next following the later of:

(A) the date We receive instructions in Good Order from You or a Participant regarding the Transfer, or

(B) the effective date of the Transfer.

~~The applicable Investment Addendum specifies the valuation date.~~ You and We will mutually agree on a method for submitting Transfer instructions.

2.5 ACCEPTANCE OF TRANSFERS TO SUB-ACCOUNTS. We reserve the right to cease accepting new Transfers to a Sub-account(s) and transfers among Sub-accounts at any time. We also reserve the right to limit the amount of Transfers to a Sub-account(s) in

the aggregate or during a specified time period. Any such restrictions will be communicated to You.

SECTION 3 - DISTRIBUTIONS

3.1 GENERAL DISTRIBUTIONS. Subject to the terms of the ^B{Plan}, We will make Distributions for Benefit payments from ~~an investment vehicle~~ ^{a Sub-account}(s) under this Agreement. We will apply to these Distributions any limitations described in ~~the Base Agreement or in the applicable Investment Addendum under~~ this Agreement. We will make Distributions in the following manner:

^C{(A) TRUSTEE. If the ^B{Plan} has a trustee, the trustee may, but is not required to, receive all cash payments for further distribution. ~~}.}~~

(B) AMOUNT. A Distribution may be an amount up to and including the value of ^B{Plan} assets in the ~~investment vehicle(s)~~ ^{Separate Account} on the valuation date. ~~The applicable Investment Addendum specifies the valuation date.~~

~~(C) FORM. Subject to the terms of the ^B{Plan},~~ REQUIRED MINIMUM DISTRIBUTIONS. Subject to the terms of the Plan, and to the extent otherwise permitted by Treasury Regulations or other applicable law, the requirements of Code section 401(a) (9), including the minimum incidental death benefit requirements of Code section 401(a) (9)(G), will apply to distributions in a manner applicable under Code section 403(b)(10).

(D) DISTRIBUTIONS FOR BENEFIT PAYMENTS ATTRIBUTABLE TO SALARY REDUCTION AGREEMENT CONTRIBUTIONS (including automatic deferral provision). Subject to the terms of the Plan, and except to the extent permitted or limited by Treasury Regulations or other applicable law, distributions attributable to salary reduction agreement Contributions (including automatic deferral provision) and earnings thereto, may not be made prior to the Participant's attainment of age 59 ½, except for the following events:

- Severance from employment;
- Death;
- Disability (within the meaning of Code section 72(m)(7);
- Hardship within the meaning of Code section 403(b)(11)(B) (in which case the Distribution may not include earnings);
- During active duty within the meaning of Code section 72(t)(2)(g) (in which case the Distribution may not include earnings); or
- Termination of the Plan.

(E) DISTRIBUTIONS ATTRIBUTABLE TO EMPLOYER NONELECTIVE CONTRIBUTIONS. Subject to the terms of the Plan, and except to the extent permitted or limited by Treasury Regulations or other applicable law, distributions attributable to employer nonelective

Contributions and earnings thereto, may not be made prior to the Participant's attainment of age 59 ½, except for the following events:

- Two years have elapsed since the nonelective contribution was made;
- Severance from employment;
- Death;
- Disability (within the meaning of Code section 72(m)(7));
- Hardship within the meaning of Code section 403(b)(11)(B) (in which case the Distribution may not include earnings);
- Termination of the Plan.

(F) FORM. Subject to the terms of the Plan, and as instructed by You, We will make Distributions in one or a combination of the following forms:

^C[(a) Any type of annuity that We agree in writing to provide, in accordance with the provisions of Section 78;

(b) Single sum cash payment; or

(c) A series of cash payments over a period of time.]

^C~~[Subject to the terms of the~~ ^B[Plan], if the Participant's account balance ^D~~[does not exceed \$5000,] We will make any Distribution in the form of a single sum cash payment.]~~

While an annuity is available as a form of Distribution, We will not require You to purchase an annuity under this Agreement.

3.2 DISTRIBUTIONS UPON DEATH. If a Participant dies prior to distribution of his interest in the ^B[Plan], You will approve the amount of the death benefit and advise Us of the following:

(A) the designated beneficiary(ies); and

(B) the form of benefit to be paid in accordance with the provisions of the ^B[Plan] and applicable law.

3.3 DEFERRED PAYMENTS. ~~In the event of severe adverse economic conditions,~~ We may defer ~~a Distribution~~ Distributions under this Section ~~in accordance with.~~ We will not defer a Distribution for more than seven days, except:

(A) for any period (A) during which the New York Stock Exchange is closed other than customary week-end and holiday closings or (B) during which trading on the terms New York Stock Exchange is restricted;

(B) for any period during which an emergency exists as a result of which (A) disposal of securities owned by the applicable Investment Addendum. We will only defer Separate Account is not reasonably practicable or (B) it is not reasonably practicable for the Distribution for a maximum period of six (6) months from the original distribution date. We will defer the Distribution Separate Account to a date that is less than six (6) months if We determine that the period of severe adverse economic conditions has ended. the value of its net assets; or

(C) for such other periods as the Commission may permit.

We will only defer the payment within the time permitted by applicable law. ~~Regardless of adverse economic conditions, We will never defer a Distribution due as a result of a Participant's retirement, termination of employment, disability, death, Distributions required by Code Section 401(a)(9) or~~ ^B ~~[hardship withdrawals/withdrawals for unforeseen emergencies] as permitted under the~~ ^B ~~[Plan].~~

- 3.4 PROVISIONS NOT APPLICABLE UPON TERMINATION. With the exception of Section 3.3, the distribution provisions described in this Section 3 do not apply if the Agreement is terminated. Upon termination of this Agreement, We will apply the provisions of Section 56 along with provisions under the ~~applicable Investment Addendum~~ Target Guaranteed Withdrawal Rider.

^B[3.5 LOANS. Amounts may also be distributed from this Agreement in connection with a loan to a Participant in accordance with the terms of the Plan.]

SECTION 4 – OPERATION OF THE SEPARATE ACCOUNT

4.1. GENERAL. The assets supporting our obligations under this Annuity may be held in various accounts, depending on the obligation being supported. Assets supporting Annuity guarantees are held in our general account. Assets supporting Participant account values are held in the Separate Account, a separate account established under the laws of the State of Connecticut.

4.2. SEPARATE ACCOUNT. We are the legal owner of assets in the Separate Account. Income, gains and losses, whether or not realized, from assets allocated to the Separate Account, are credited to or charged against the Separate Account in accordance with the terms of the annuities supported by such assets without regard to Our other income, gains or losses or to the income, gains or losses in any other of Our separate accounts. We will maintain assets in the Separate Account with a total market value at least equal to the reserve and other liabilities We must maintain in relation to the obligations supported by such assets. These assets may only be charged with liabilities that arise from such obligations. The Separate Account also holds assets of other contracts issued by Us with values and benefits that vary according to the investment performance of the Separate Account.

The Separate Account is registered with the Commission under the Investment Company Act of 1940 as a unit investment trust, which is a type of investment company. This does not involve any supervision by the Commission of the investment policies, management or practices of the Separate Account.

The Separate Account consists of Sub-accounts. Sub-accounts may invest in underlying mutual funds or portfolios. We reserve the right to change the investment policy of any or all Sub-accounts, add Sub-accounts, eliminate Sub-accounts, combine Sub-accounts, limit access to a Sub-account or to substitute underlying mutual funds or portfolios of underlying mutual funds, subject to any required regulatory approvals. Values and benefits based on deposits to the Sub-accounts will vary with the investment performance of the underlying mutual fund or fund portfolios, as applicable. We do not guarantee the investment results of the Separate Account or any Sub-account.

We may from time to time change material features of, or close, certain Separate Accounts or Sub-accounts. Any changes will be made only if permitted by applicable law and regulations. Also, when required by law, we will obtain the approval of Investors and Participants of the changes and the approval of any appropriate regulatory authority.

^B[For Plans subject to the fiduciary provisions of the Employee Retirement Income Security Act of 1974, as amended, We will exercise our rights under this Section to substitute underlying portfolios only with the consent of the Plan fiduciary.]

The amount of our obligations in relation to allocations to the Sub-accounts is based on the investment performance of the Sub-accounts. However, the guarantees provided under the Target Guaranteed Withdrawal Rider are our general corporate obligations.

4.3 UNITS AND UNIT VALUE. The value of this Agreement's interest in a Sub-account is measured in terms of Units of the applicable Sub-account. You are credited Units in each Sub-account in which you invest. The number of Units credited to You is determined by dividing each Deposit made on Your behalf to a Sub-account by the applicable Unit Value for the Business Day on which the Deposit is received by Us in Good Order. We determine the value of a Unit each Business Day by adding up the value of all assets held in the Sub-account, subtracting any liabilities, expenses and charges, and dividing the result by the number of units outstanding.

4.4 EXPENSES. We will deduct from the Separate Account the Expenses set forth on the Expense Schedule.

4.5 VOTING RIGHTS. Certain Separate Accounts hold securities that have voting rights. We normally exercise these rights. However, we reserve the right to solicit You for instruction as to how to vote some or all of the securities in these accounts.

SECTION 5 - OPERATIONAL AGREEMENTS

4.1 ~~B~~ [5.1 PLAN] CHANGE OR AMENDMENT. You ~~will~~agreed to provide Us with reasonable advance notice of any change or amendment to the ~~B~~ [Plan]. ~~€~~ [The ~~B~~ [Plan Sponsor] may only adopt a change or amendment that would not have an adverse financial effect on the Agreement or on Us. ~~We will determine whether a change or amendment has such an adverse effect.]~~ ~~€~~ [We may terminate the Agreement if We reasonably determine that the change or amendment will have a material adverse financial effect on the Agreement or on Us.] Plan.

4.2 ~~B~~ [5.2 PLAN] OPERATION. You will ensure that the ~~B~~ [Plan] operates in compliance with all applicable laws and regulations, including section 403(b) of the ~~Code~~ B [Code B [and, if applicable, Title I of ERISA].

4.3 5.3 INFORMATION. You will submit all information necessary to process Deposits, Transfers, and Distributions as frequently as You and We mutually agree.

You will properly authorize and promptly forward any information required by Us to meet an obligation under this Agreement. In addition, upon Our request, You will promptly forward any information required by Us to ensure compliance with the provisions of Section 2.~~43~~.

As proof of death, We may require a copy of the death certificate, a physician's written statement certifying the death of the decedent, a copy of a certified decree of a court of competent jurisdiction as to the finding of death, or any other reasonable evidence.

~~4.4 EXPENSES. You will pay expenses and charges described in the Expense Schedule within~~ ~~D~~ [thirty (30) days] after the mailing date of the expense notification, or by another method to which You and We mutually agree. We may deduct the amounts owed from ~~B~~ [Plan] assets invested under this Agreement if You do not pay expenses and charges within ~~D~~ [thirty (30) days], and the ~~B~~ [Plan] permits the expenses and charges to be deducted from Participant accounts. We will provide you with advance written notification of the deduction. We may also terminate this Agreement for non-payment of Expenses under the terms of Section 5.

4.5 5.4 REPORTS. We will provide You with reports of activity under this Agreement as frequently as You and We mutually agree.

SECTION ~~56~~ - TERMINATION

~~56.1~~ TERMINATION. We will terminate this Agreement under the following circumstances:

- (A) The ^B[Plan] is terminated, ^A~~[Group Annuity Contract XXXX is terminated,]~~ or You notify Us in writing that the Agreement will be terminated; or
- (B) We notify You in writing that the Agreement will be terminated because ~~(i) You have materially breached a provision of Section 1, 2, 3, 4, or 6, or a provision of an Investment Addendum~~this Agreement, and You have failed to cure such breach after We have given you a reasonable opportunity to do so; or
- ~~(C) [or (ii) You have notified us that the~~ ^B[Plan Sponsor] will adopt a change or amendment that We determine will have a material adverse financial effect on the Agreement or Us];
- ~~(C) We notify You in writing that the Agreement will be terminated because You have not paid Expenses and You have not made alternative arrangements with Us for paying the Expenses as provided under Section 4.4; or~~
- ~~(D)~~ We determine that the class of business to which this Agreement belongs is no longer commercially desirable and We notify all investors of this class of business in writing that the agreements will be terminated.

~~56.2~~ TERMINATION DATE. The Termination Date is the first day of the month coinciding with or next following (i) the later of the date You specify in your notice pursuant to Section ~~56.1~~(A) or the date We receive such notice, (ii) ^D[thirty (30) days] after~~] the later of the date We specify in Our notice to You pursuant to Section(s) ~~56.1~~(B), ~~5~~ or ~~6.1~~(C) or ~~5.1~~(D) or the date~~ ^E[We send the notice] ^E[You receive such notice]. ^E~~[However, if this Agreement is terminated due to the circumstances specified in Sections 5.1(B) or 5.1(C), the Termination Date is the first day of the month coinciding with or next following the date~~ ^D[which is thirty (30) days after] ^E[We send the notice] ^E[You receive such notice] specified in Sections 5.1(B) or 5.1(C)]. Upon termination of the Agreement, We will no longer accept Deposits under the Agreement as of the Termination Date.

- ~~(A) no longer accept Deposits under the Agreement as of the Termination Date, and~~
- ~~(B) notify You of Expenses due as soon as practicable following the Termination Date.~~

~~5.3 TERMINATION DISBURSEMENT DATE. Unless You and We agree to an alternative date, We will initiate Termination Disbursements no later than the Termination Disbursement Date which is the valuation date coinciding with or next following the later of:~~

~~(A) ^B [Ninety (90) days] after the date We receive all information necessary to make the Disbursement; or~~

~~(B) ^B [Ninety (90) days] after the date We recover all outstanding Expenses under this Agreement.~~

~~The applicable Investment Addendum specifies the valuation date.~~

~~56.3 TERMINATION DISBURSEMENT DATE. You may, in conjunction with the a termination of the Agreement, direct the Distribution of amounts allocated to the Separate Account to You or an institution or account You designate. Subject to the exceptions described in Section 3.3, We will usually pay the entire balance allocated to the Separate Account within seven Business Days after receipt of a Good Order request for a Distribution upon termination of the Agreement. The date of this payment is the Termination Disbursement Date. On the Termination Payment Date, all guarantees provided under the Agreement, including guarantees described in the Target Guaranteed Withdrawal Rider, end with no value.~~

~~6.4 TERMINATION ~~DISBURSEMENTS~~. DISBURSEMENT INSTRUCTIONS. On the Termination Disbursement Date, We will disburse, or begin to disburse all assets held under this Agreement. Any limitations under ~~the applicable Investment Addendum~~ this Agreement will apply to these Termination Disbursements. ~~We will recover any Expenses incurred under the Agreement up to the Termination Disbursement Date.~~ We will disburse all assets from the ~~investment vehicle(s)~~ Separate Account as follows:~~

~~(A) If a new funding agent is selected, You may direct Us to transfer the assets to the ^B {Plan's} trustees or new funding agent. You or another authorized ^B {Plan} representative must give Us written instructions regarding the Termination Disbursement. ^C {We may also require that You or another authorized ^B {Plan} representative provide Us with written confirmation that the ^B {Plan} will continue to meet the requirements of Code section 403(b)-~~1~~}.~~

~~(B) If the Internal Revenue Service determines that the ^B {Plan} initially fails to meet the requirements of Code section 403(b), We will disburse the ^B {Plan} assets in a single sum cash payment.~~

(C) If the ^B{Plan} is terminated or the Internal Revenue Service determines that the ^B{Plan} no longer meets the requirements of Code section 403(b), We will disburse the ^B{Plan} assets as You and We mutually agree. ^C[If government approval is required, We may require that You or another authorized ^B{Plan} representative provide Us with written confirmation that the ^B{Plan Sponsor} has received any required government approval before We disburse the assets.]

6.5 EFFECT OF TERMINATION. Deposits and Transfers into the Separate Account will not be permitted on or after the Termination Date, unless we agree otherwise. Previously purchased annuities under Section 8 will continue to be paid according to their terms. If a Termination Disbursement is not made in accordance with Section 6.4, then Distributions, including the purchase of new annuities under Section 8 and guaranteed withdrawals under the Target Guaranteed Withdrawal Rider, may continue to be made. If a Termination Disbursement is made, then this Agreement will end with no further value. Distributions and guarantees are subject to any limitations, restrictions and adjustments described in this Agreement.

SECTION 67 - MISCELLANEOUS

- 67.1 You will address all communications in writing (by first class mail, postage prepaid) or as You and We mutually agree.

You will submit communications to Us at the following address:

^A[Defined Contribution Administration
Prudential Retirement
Prudential Retirement Insurance and Annuity Company
P.O. Box 2975
Hartford, CT 06104]

We will submit communications to You at the Investor's principal place of business or as You and We mutually agree.

~~6~~For information and assistance, You may contact Us at Our toll-free number: ^H[877-778-2100].

- 7.2 You and We (including any entity which may succeed Us or any entity to which this Agreement may be assigned) are obligated to comply with all terms of this Agreement unless the State of Connecticut determines that We have ceased doing this type of business.

- 67.3 A Distribution or Termination Disbursement payable to any Participant or beneficiary is only assignable if the law allows it. All Distributions or Termination Disbursements are exempt from the claims of creditors to the extent the law permits.

- 67.4 We agree only to the provisions of this Agreement and We are not a fiduciary or party to, and are not bound by, any trust or ^B{plan}. We are not responsible for the effect of any state or Federal revenue law on any Contribution made under the ^B{Plan}.

- ~~6.5~~ 7.5 You release Us from any liability for any payments that We made under this Agreement and in accordance with the terms of the ^B{Plan} and applicable law.

- ~~6.6~~ 7.6 We may rely conclusively on reports, notices, requests and other information submitted by You, the Investor's designated representative, a Participant or a beneficiary.

- ^C67.7 We will notify You upon becoming aware that any premium tax will be assessed on amounts deposited under this Agreement. We may deduct this tax and any interest due on this tax from Deposits or from ^B{Plan} assets held under this Agreement.]

- 67.8 In applying for the Agreement, You will select the Investment Addendum (Addenda) which become(s) part of Sub-accounts that will be offered as investment options under this Agreement.

67.9 Any change to this Agreement will be subject to the following provisions:

~~(A) No change will affect the amount of interest credited or accrued prior to the effective date of the change.~~

~~(B)~~(A) No change will affect the amount or terms of any annuity purchased prior to the effective date of such change.

~~(C) Any~~(B) To the extent permitted by law, any change to this Agreement may be made without notice to or the consent of any Participant, beneficiary or annuitant.

~~(D)~~(C) We may, at any time, revise the provisions of this Agreement if the revision is required to comply with Code section 403(b), or any applicable law or regulation issued by a governmental agency. If required by law, the revision will be retroactive.

~~(E)~~(D) We may annually review and revise the provisions of this Agreement unless otherwise provided in the ~~Base Agreement or the Investment Addendum (Addenda).~~ We will provide You ^D~~90~~9 days advance written notice before We revise the provisions of the Agreement. Upon receiving the advance written notice, You may elect to terminate the Agreement under the provisions of Section ~~5 and the applicable Investment Addendum~~6.

67.10 ^E[The laws of the State of Connecticut govern this Agreement except where its provisions may be superseded by the laws of its state of issuance.]

67.11 The singular includes the plural and the masculine or feminine pronoun includes both the masculine and feminine gender unless the context indicates otherwise.

67.12 Two or more duplicate originals of this Agreement constitute one and the same instrument. The entire Agreement between You and Us consists of the Application together with all ~~Investment Riders~~Riders, Addenda and Schedules that We have attached to and made part of this ~~Base~~ Agreement.

67.13 If any payment due hereunder by PRIAC is otherwise due to be paid on a date when PRIAC is closed for business, We will make such payment on Our next normal business day.

SECTION ~~78~~ - ANNUITIES

- ~~78.1~~ You may, but are not required to, purchase an annuity under this Agreement. We will reduce the amount We apply to purchase an annuity by any amount necessary to pay applicable taxes and/or annuity purchase fees. We will provide any retirement annuity based on Our existing business practices and rates then in effect for agreements in the same class of business as this Agreement.
- ~~78.2~~ We may require proof that the recipient of annuity payments is living as of each and every date on which any annuity payment becomes payable. We may withhold payments until We receive the requested proof.
- ~~7.3~~ 8.3 We will issue an individual certificate to each Participant for whom an annuity is purchased. ^C[Also, if the state where We issue this Agreement requires, We will issue a certificate to each Participant contributing to the ^B~~{Plan}~~.] Any certificate issued will not cancel or alter any terms of this Agreement.
- ~~78.4~~ If We discover that the annuitant's age or any other fact pertaining to the purchase or determination of an annuity amount was misstated, or We discover a clerical error, We will make the following adjustments:
- (A) We will correct the amount of annuity payable retroactively to the date We purchased the annuity;
 - (B) We will deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the annuity amount;
 - (C) We will pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the annuity amount.
- ^F~~78.5~~ We guarantee that We will purchase annuities on an actuarial basis that is at least equal to the following actuarial basis for a fixed annuity.

- ~~(A)~~ Form of Annuity: 100% Fixed Life Annuity
Actuarial Assumptions: Mortality- 1950 Male Group Annuity 2000 Projection Scale G Valuation Table, with age setback of 4.8 years plus one-fifth of the number of years from 1895 to 2050; Gender Mix 65% female and 35% male;
the annuitant's year of birth; Interest ~~3~~ 2%; Loading ~~3~~ 8.25%.

We will review this guaranteed actuarial basis annually and may change it after We give ninety (90) days' advance written notice to You. We may only change the guaranteed actuarial basis following the first twelve (12) months after the Agreement's Effective Date. We may only change it once in any twelve (12) month period unless You and We

|

agree in writing to make an exception.]

SECTION 89 – DEFINITIONS

“Agreement” is the entire Investment Agreement, including the ~~Base~~^{base} Agreement, ~~Investment Addendum (Addenda)~~^{Target Guaranteed Withdrawal Rider, Expense Schedule, Separate Account Appendix} and Application.

“Base Agreement” includes Sections 1 through 8 and the Expense Schedule.

“Benefit” is any payment to which a Participant is entitled under the terms of the ^B[Plan].

“Business Day” means a day on which the New York Stock Exchange and PRIAC are open for business.

“PRIAC” is Prudential Retirement Insurance and Annuity Company.

“Code” is the Internal Revenue Code of ^A[1986, ~~19~~] as amended from time to time.

“Commission” means the United States Securities and Exchange Commission.

“Contract Value” means the amount equal to the dollar value of all Units in the Sub-accounts in which You invest.

“Contract Year” means each year ending on the anniversary of the Effective Date of this Agreement.

“Contributions” are amounts contributed under the terms of the ^B[Plan] on or after the Effective Date of this Agreement.

“Deposits” are Contributions, ^C[~~Transferred Assets and Rollovers~~] described in Section 1.

“Distributions” are withdrawals for Benefit payments described in Section 3.

^B[“ERISA” is the Employee Retirement Income Security Act of 1974, as amended.]

“Expenses” are expenses and charges described in the Expense Schedule.

“Good Order” means an instruction received by Us, utilizing such forms as we may require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction.

“Investment Agreement” is a group annuity contract, ^A[GA-~~1~~-XXXX,] issued by PRIAC.

~~“Investment Addendum” describes each investment vehicle available under the Agreement, as You select, and all conditions associated with the use of the investment vehicle under this Agreement.~~

“Investor” is ^A[Trustees of ABC Company Annuity Plan], the ^B[Plan Sponsor], or any person designated by the Investor or the ^B[Plan Sponsor] to carry out its administrative functions.

“Participant” is an individual having an account under the ^B[Plan].

“~~B~~{Plan}” is ~~B~~^A[ABC Company Annuity Plan;] as adopted by the ~~B~~[Plan Sponsor;] effective MM/DD/YYYY, as constituted on the Effective Date of this Agreement, and as amended from time to time.~~;~~]

^B[“Plan Sponsor” is the entity sponsoring the Plan.]

“Separate Account” is PRIAC Variable Contract Account A, a separate account of PRIAC.

“Sub-account” is a division of the Separate Account that invests in an underlying mutual fund or portfolio. Available Sub-accounts are shown in Separate Account Appendix.

“Termination Disbursements” are amounts payable from an investment vehicle(s) under this Agreement upon termination of this Agreement as described in Section ~~5~~6.

“Transfers” are Participant-directed transfers (described in Section 2.~~4~~3) between ~~B~~^B{Plan} investment ~~vehicles~~options.

“Unit” is the proportional interest in Sub-account assets as described in Section 4.3.

“Unit Value” the dollar value of interest in a Sub-account as described in Section 4.3.

“Valuation Date” means a Business Day on which we determine a Unit Value. “You” refers to the Investor.

“We”, "Our" or “Us” refers to PRIAC.

6[EXPENSE SCHEDULE

INVESTMENT FUNDS ASSET CHARGES

Part I—A

Payment Method (left most column) Key:

Charges that are labeled “OT” are billed directly to the Plan Sponsor on a quarterly basis.

Charges that are labeled “OA” are deducted from the gross rate of fixed funds and deducted from the gross unit value for the market valued funds.

Charges stated: Separate Account Expenses

Transaction Expenses

<u>Transfer Fee</u>	<u>Each Transfer after 12 in a Contract Year.</u>	<u>Up to a maximum of \$30 per Transfer.</u>
<u>Premium Tax Charge</u>	<u>Charge for premium taxes imposed on Us.</u>	<u>Up to a maximum of 3.5% of Contract Value.</u>

Periodic Account Expenses.

The table below ~~are annual~~ states the maximum charges.

OA Guaranteed Income Fund	_____ <u>.XX%</u>
OA Dryden S&P 500 Index Fund	_____ <u>.XX%</u>
OA Large Cap Growth/RCM Fund	_____ <u>.XX%</u>
OA Large Cap Value/John A. Levin & Co. Fund	_____ <u>.XX%</u>
OA Mid Cap Growth/Artisan Partners	_____ <u>.XX%</u>
OA Mid Cap Value/Wellington Mgmt. Fund	_____ <u>.XX%</u>
OA Small Cap Growth/Timesquare Fund	_____ <u>.XX%</u>
OA Small Cap Value/Perkins, Wolf, McDonnell Fund	_____ <u>.XX%</u>
OA International Blend/Bank of Ireland Fund	_____ <u>.XX%</u>
OA Core Bond Fund	_____ <u>.XX%</u>

EXPENSE SCHEDULE

Part II-A

The Asset Charges for the investment funds outlined in Part I-A of the Expense Schedule are annual These charges deducted from the declared rate or unit value of individual investment funds on a daily basis. ~~In the event You elect to have this asset charge billed, the annual charge will be billed in part at the end of each Plan Quarter.~~

The term "Plan Quarter" in this Expense Schedule means each full three (3) month period of the plan year beginning with the first day of the plan year and the first day of every fourth month thereafter, without regard to the actual number of or amounts of contribution received during that period.

Asset Charges, where applicable, are imposed to compensate Us for certain expenses incurred in connection with the establishment and maintenance of the Agreement. Asset Charges may also be used to offset administrative expenses associated with operating the Plan, such as fees paid to Us or another service provider. Therefore, investment results of the separate accounts will differ from the investment results of the mutual funds in which it invests. ~~In no event will these charges cover or be amended so as to cover any fees, expenses, taxes or charges relating to the management of the~~ from the assets held hereunder.

The Asset Charge is applied only to the value of the appropriate funds listed in Part I-A of this Schedule, but ~~when based on a tiered in each Sub-account.~~ We may impose lower charges for certain classes of Investors, where due to economies of scale, ~~is determined by the total value of the assets held under this Agreement. The Asset Charge for the coming plan year is determined annually as of the Asset Charge valuation date and is based on the value of the Participants' accounts.~~

The Asset Charge, when based on a tiered scale, has an Asset Charge valuation date of November 1st of each year provided that We are open to transact normal business on such day. ~~Otherwise, the Asset Charge valuation date will be the next normal business day on which~~ and other factors, Our costs are reduced. ~~We are open to conduct business.~~

The Expense Schedule is subject to annual review by Us and may be changed effectively after ninety (90) days' written notice to You. ~~The Schedule will not be changed within the first twelve (12) months following the Agreement's Effective Date, nor will it be changed more frequently than once in any twelve (12) month period except by written agreement~~ discriminate unfairly between You and Us. Investors when we reduce charges. These charges are in addition to management and operating expense of underlying mutual funds.

~~The Asset Charges for the funds or family of funds are listed on Part I-A of this Schedule.~~

<u>Annual Contract Fee</u>		<u>Up to \$150 per Contract Year.</u>
<u>Insurance and Administrative Charge</u>	<u>As a percentage of average daily net assets of the Sub-accounts. We reserve the right to increase this fee, up to the maximum. We may apply any increase to new Deposits and Transfers and/or existing</u>	<u>Up to 1.50%.</u>

	<u>balances in the Sub-accounts.</u>	
<u>IncomeFlex Target Benefit – Guaranteed Fee</u>	<u>As a percentage of average daily net assets of the Sub- accounts. We reserve the right to increase this fee, up the maximum, as provided in the Target Guaranteed Withdrawal Rider.</u>	<u>Up to 1.50%.</u>

Other Expenses

We pay company income taxes on the taxable corporate earnings created by this Separate Account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the Contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future. It is our current practice not to deduct a charge for the federal tax associated with deferred acquisition costs paid by Us that are based on Deposits. However, we reserve the right to charge for this tax in the future.]

^A~~[PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
280 Trumbull Street, Hartford, Connecticut 06103~~

AMENDMENT

WHEREAS, ~~[ABC Company]~~ entered into ~~[Investment Agreement GA-12345]~~ (the ^B~~["Agreement"/~~
~~"Contract"]~~) with Prudential Retirement Insurance and Annuity Company effective ~~[MMMM DD, 20YY]~~;
and

WHEREAS, Prudential Retirement Insurance and Annuity Company and ~~[ABC Company]~~ desire to amend
the ^B~~["Agreement / Contract"]~~;

NOW THEREFORE, effective ~~[MMMM DD, 20YY]~~, the ^B~~["Agreement / Contract"]~~ is hereby amended as
follows:

- ~~1. the attached Target Guaranteed Withdrawal Rider is attached to and made part of the ^B["Agreement /
Contract"]~~
- ~~2. the Table of Contents is revised to include the Target Guaranteed Withdrawal Rider~~

[ABC Company]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: <u>[John Doe]</u>	By: <u>[John Doe]</u>
Title: _____	Title: <u>[Second Vice President]</u>
Date: _____	Date: _____

}

TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the ^B[Agreement/~~Contract~~]. Notwithstanding any other provisions of this ^B[Agreement/~~Contract~~], for purposes of this Rider the following definitions shall apply:

~~1. **ACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment that has attained its Guarantee Activation Date.~~

~~2.~~ ^J~~1.~~ ^A[**ANNUAL GUARANTEED WITHDRAWAL AMOUNT**]. For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the ^J~~A~~[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The ^J~~A~~[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire ^J~~A~~[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J~~A~~[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J~~A~~[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

The ^J~~A~~[Annual Guaranteed Withdrawal Amount] shall not be greater than ^E~~C~~[\$287,500] or less than ^E~~C~~[\$250].

~~32.~~ **BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.

~~4~~ ^{3.} **CODE.** The Internal Revenue Code of 1986, as amended from time to time.

~~54.~~ **CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the ^B[Agreement/~~Contract~~]-that ~~are~~^{is} allocated to an ~~Active~~ Eligible Investment for the benefit of a Participant.

~~6.~~ **CONVERSIONS.** ~~The value of amounts invested in an Eligible Investment on behalf of a Participant ^D[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment.~~

~~75.~~ **DEPOSITS.** The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an ~~Active~~ Eligible Investment for the benefit of a Participant ^D~~B~~[or Eligible Spouse] ~~after the date this Rider becomes part of the ^B[Agreement/~~Contract~~].~~

~~86.~~ **ELIGIBLE INVESTMENT.** One of the ~~Target Date Investments or Target Risk Investments~~^{Sub-account portfolios} We require to be used to receive Our guarantees under this Rider. ~~Eligible Investments may~~

~~include asset allocation models. The Plan also may make one or more of these investments available as a Plan investment option that does not receive Our guarantees under this Rider. When used in this Rider, the term “Eligible Investment” refers only to such investments when used to receive Our guarantees under this Rider. The term Eligible Investment includes both Active Eligible Investments and Inactive Eligible Investments.~~

~~^D9. ^B7. ELIGIBLE SPOUSE.~~ A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5: ~~].]~~

108. EXCESS WITHDRAWAL. The aggregate amount of Withdrawals in any Year in excess of the ~~^JA~~ [Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any ~~^B [Agreement /Contract]-related Expenses described in Section 7.3 of this Rider- ^D [other than any applicable Asset Charge].~~ Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits, ~~or Transfers or Conversions~~ allocated to an ~~Active~~ Eligible Investment during such Year.

~~**11. — GUARANTEE ACTIVATION DATE.** For each Eligible Investment, the date on which We begin to consider the Eligible Investment in determining the- ^{D&J} [Roll-Up Value,] ^D [Highest Birthday Value] and Income Base. For each Eligible Investment that is a Target Date Investment, the Guarantee Activation Date shall be the later of: (a) ^E [January 1] of the year that is ^E [10 years] before its Target Date, or (b) the date the Target Date Investment becomes an Eligible Investment. For each Eligible Investment that is a Target Risk Investment, the Guarantee Activation Date shall be the date it becomes an Eligible Investment.~~

129. GUARANTEE FEE. The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

1310. GUARANTEED WITHDRAWAL. For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider that:

- a. in the aggregate do not exceed the ^JA [Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

1411. GUARANTEED WITHDRAWAL ACCOUNT. A record keeping account established for each Participant under this Rider to track data relevant to Our guarantees under this Rider.

15.12. GUARANTEED WITHDRAWAL LOCK-IN DATE. The date as of which an ^JA [Annual Guaranteed Withdrawal Amount] for the benefit of a Participant ^DB [or an Eligible Spouse] is established. ~~Except as provided in Section 2.3, such~~ Such date shall be the date elected by the Participant ^DB [Eligible Spouse] or such other person or entity specified in the Plan.

A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant attains age ^EC [55]. ^DB [A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age ^EC [55] on the Guaranteed Withdrawal Lock-In Date.]. The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

1613. GUARANTEED WITHDRAWAL MARKET VALUE. On each Valuation Date, the aggregate value of the Participant's ^{DB}[or the Eligible Spouse's] interest in the ~~Active~~ Eligible Investments as determined in accordance with the documents governing the ~~Active~~ Eligible Investments.

1714. GUARANTEED WITHDRAWAL PERCENTAGE. The percentage of an Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the ^{IA}[Annual Guaranteed Withdrawal Amount] ^{DB}[. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined] as follows:

Participant Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage ^{DB} [without Spousal Benefit]
^{EC} [Age 55-64	^{EC} [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

^{DB}[If the Spousal Benefit under Section 5 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as ~~shown in the table below:-~~] follows:]

^{DB}[If the Spouse is eligible to receive the Spousal Benefit under Section 5, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date.]

^{DB}[

Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
^{EC} [Age 55-64	^{EC} [3.75%
Age 65-69	4.50%
Age 70+]	5.25%]

^D~~18.B~~**15. HIGHEST BIRTHDAY VALUE.** The Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit, ~~or~~ Transfer ~~or Conversion~~ allocated to an ~~Active~~ Eligible Investment.

Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as ^{GE}[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

~~19. INACTIVE ELIGIBLE INVESTMENT. An Eligible Investment before its Guarantee Activation Date.~~

2016. INCOME BASE. Prior to the Guaranteed Withdrawal Lock-In Date, on each Valuation Date the Income Base^J of a Participant^{D_B} [or Eligible Spouse] equals the ^{D_B} [Highest Birthday Value]^{D & J_A & B} [Roll-Up Value]^{D_B} [greater of the Highest Birthday Value and the ^{J_A & B} [Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Guaranteed Withdrawal Lock-In Date, the Income Base is determined only for reference.

On the Guaranteed Withdrawal Lock-In Date, the Income Base of a Participant^{D_B} [or Eligible Spouse] equals the ^{D_B} [greatest/greater] of his or her:

- a. Guaranteed Withdrawal Market Value;
- b. ^{D & J_A & B} [Roll-Up Value;] or
- c. ^{D_B} [Highest Birthday Value]

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.

The Income Base shall not be greater than ^{E_C} [\$5,000,000].

2417. RIDER. This ~~Target~~ Guaranteed Withdrawal Rider that is a part of the ^B [Agreement ~~/Contract~~].

2218. ROLLOVERS. Amounts contributed to the Plan under Code Sections ~~401(a)(3)~~^{403(b)}, 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

^D [~~23.~~ ^{J_B} ~~19.~~ ^A **ROLL-UP VALUE**]. The ^{J_A} [Roll-Up Value] of a Participant^{D_B} [or Eligible Spouse] equals the sum of all Deposits^{J_B} ~~or~~ Transfers ~~and Conversions~~ allocated to an ~~Active~~ Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^{E_C} [~~3~~ ¹] % ¹ from the date of the Deposit^{J_B} ~~or~~ Transfer ~~or Conversion~~ until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Withdrawal or Transfer from an ~~Active~~ Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the ^{J_A} [Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the ^{J_A} [Roll-Up Value] shall be from the reduced ^{J_A} [Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the ^{J_A} [Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as ^E [sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the ^{J_A} [Roll-Up Value] terminates and is not used in determining the Income Base.]

^D~~[24.B]~~[20]. **SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

- a. the person to whom a Participant is legally married, determined under applicable state law; or
- b. the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]

^D~~[25.B]~~[21]. **SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

2622. START DATE. The date on which a Guaranteed Withdrawal Account is established for a Participant. ~~Except as provided in Section 2.3, this~~This date shall be the date of the first allocation to an ~~Active~~-Eligible Investment on behalf of the Participant. If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an ~~Active~~-Eligible Investment on behalf of a Participant shall create a new Start Date.

27.23. STEP-UP AMOUNT. The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base.

2824. STEP-UP DATE. After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

~~29. — TARGET DATE.~~ ^H~~[The specified target date of each Target Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed.]~~

~~30. — TARGET DATE INVESTMENT.~~ ^H~~[An investment option with a mix of investments that takes into account a target date for retirement.]~~

~~31. — TARGET RISK INVESTMENT.~~ ^H~~[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]~~

32.25. TRANSFER. The initial amount that is transferred from another Plan investment option to an ~~Active~~ Eligible Investment for the benefit of a Participant ^D~~[or Eligible Spouse]~~, other than amounts that are exchanged between ~~Active~~-Eligible Investments.

3326. TRANSFERRED ASSETS. Amounts contributed under the terms of the Plan prior to this Rider becoming part of the ^B~~[Agreement/Contract]~~ or that are transferred to the Plan directly from another plan that meets the requirements of Code Section ^F~~[401(a)/457]~~[403(b)] other than Rollovers.

34.27. VALUATION DATE. A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

3528. WE, OUR OR US. Prudential Retirement Insurance and Annuity Company.

3629. WITHDRAWAL. The amount withdrawn for any reason from an ~~Active~~ Eligible Investment for the benefit of a Participant ^{DB}[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are exchanged between ~~Active~~ Eligible Investments.

3730. YEAR. A “Year” for a Participant ^{DB}[or Eligible Spouse] begins on the Participant’s Birthday and ends on the day preceding the Participant’s next Birthday.

3831. YOU OR YOUR. The person(s) or entity to which the ^B[Agreement~~/Contract~~] is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

SECTION 2. GUARANTEED WITHDRAWALS

2.1. Guaranteed Withdrawals. We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^{JA}[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant’s death. ^{DB}[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant’s death until the Eligible Spouse’s death as described in Section 5 of this Rider.]

2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero.

Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the ^{JA}[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an ~~Active~~ Eligible Investment shall equal the ^{JA}[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option other than an Eligible Investment for the benefit of the Participant ^{DB}[or Eligible Spouse]; or
- b. paid as a Distribution

in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to be made from Our general account during that Year is less than the ^{JA}[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

~~**2.3. Subsequent Allocations to Active Eligible Investments.** If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then any permitted subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock In Date. The Guaranteed Withdrawal Percentage used to determine the ^{JA}[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. ^{DB}[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the ^{JA}[Annual Guaranteed Withdrawal Amount] established under this Section 2.3.] Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.~~

~~2.4. — Amounts Allocated to Inactive Eligible Investments. Subject to the provisions of this Rider, including Section 7, Section 8 and Section 10, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.~~

~~Also, no subsequent Deposits or Transfers to an Eligible Investment will be permitted.~~

SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^{J_A}[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE

3.1. Income Base and ^{J_A}[Annual Guaranteed Withdrawal Amount] Increased following Deposits, ~~or Transfers or Conversions.~~ If a Deposit, ~~or Transfer or Conversion~~ is allocated to an ~~Active~~ Eligible Investment after the Guaranteed Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit, ~~or Transfer or Conversion.~~

If the Income Base is increased by a Deposit, ~~or Transfer or Conversion~~, then the ^{J_A}[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the increase in the Income Base. If such Deposit, ~~or Transfer or Conversion~~ is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the Participant's Birthday, then solely in the Year such Deposit, ~~or Transfer or Conversion~~ is allocated the amount described in the preceding sentence shall be reduced by the percentage equivalent to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the ^{J_A}[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^{J_A}[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, ~~or Transfer or Conversion~~, any increase in the ^{J_A}[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^{J_A}[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^{J_A}[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^{J_A}[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

~~After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, subsequent Deposits, Transfers or Conversion to an Active Eligible Investment will cause a new Start Date in accordance with Section 2.3.~~

3.2. Income Base and ^{J_A}[Annual Guaranteed Withdrawal Amount] Increased following Step-Up. On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the ^{J_A}[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^{J_A}[Annual Guaranteed Withdrawal Amount] is increased. If the entire ^{J_A}[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^{J_A}[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^{J_A}[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant ~~D_B~~[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, ~~or~~ Transfers ~~and Conversions~~, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant ~~D_B~~[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, ~~and~~ Transfers, ~~and Conversions~~, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee will apply to the entire Guaranteed Withdrawal Market Value, unless the Participant ~~D_B~~[or Eligible Spouse] affirmatively elects otherwise pursuant to the next paragraph.

We will provide ~~C_D~~[ninety (90)] days notice to the Participant ~~D_B~~[or Eligible Spouse] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such ~~C_D~~[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such ~~C_D~~[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an ~~Active~~-Eligible Investment that will result in a decrease in the Participant's ~~D_B~~[or Eligible Spouse's] Guaranteed Withdrawal Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's ~~D_B~~[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

3.3. Income Base and ~~J_A~~[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals.

If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the ~~J_A~~[Annual Guaranteed Withdrawal Amount] immediately will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

SECTION 4. WITHDRAWALS

4.1. Withdrawals Not Required. Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

4.2. Frequency of Withdrawals. Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the ~~B_F~~[Agreement ~~+Contract~~].

~~D~~

B[SECTION 5. SPOUSAL BENEFIT]

B[If the Spouse is the Participant's ^{**G**}**E**[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an^{**E**}]

~~D~~ [irrevocable election may also be made to have the ~~J~~^A [Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. The ~~J~~^A [Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the ~~Participant and~~ Participant's Spouse on the date of such election ~~are~~^{is} no longer ~~legally married~~ the Participant's Spouse; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5.1 may not be made prior to the date both the Participant and the Spouse have attained age ~~E~~^C [55]. Upon the Eligible Spouse's death, any ~~J~~^A [Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 6. PAYMENTS UPON DEATH

6.1. Eligible Investments. Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant ~~D~~^B [or, if applicable, the Eligible Spouse,] Our guarantees under this Rider shall expire with no further value, and the ~~-~~value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

6.2. Spousal Beneficiary. If the Participant dies ~~D~~^B [before his or her Guaranteed Withdrawal Lock-In Date, or after his or her Guaranteed Withdrawal Lock-In Date, but without having elected the Spousal Benefit, ~~J~~^I] and if the Spouse is the Participant's beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the ~~D~~^P [~~Rollup~~^{A&B} [Roll-Up Value and] ~~D~~^B [Highest Birthday Value]] shall be reset to zero. The value of any amounts currently invested in ~~Active~~ Eligible Investments for the benefit of the surviving Spouse, ~~determined~~ in accordance with the documents governing such ~~Active~~ Eligible Investments, shall be deemed a new Deposit to such ~~Active~~ Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a "Participant" and the Spouse's date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or

may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the benefits under this Rider.

SECTION 7. FEES.

7.1. Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ~~F_G~~ ~~[1.50%-.%]~~.

We deduct the Guarantee Fee from the Participant's ~~D_B~~ [or Eligible Spouse's] interest in ~~the Active~~ each Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change the Guarantee Fee by providing ~~E_D~~ [ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits, or Transfers ~~and Conversions~~ allocated to an ~~Active~~ Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

7.2. Investment Management Fees and Expenses. Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

7.3. ~~B~~ [Agreement / Contract] -related Expenses. If the ~~B~~ [Agreement / Contract]'s Agreement's Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant's ~~D_B~~ [or Eligible Spouse's] interest in the Eligible Investments.

SECTION 8. TERMINATION OR ~~DISCONTINUATION~~ DISCONTINUANCE

8.1. Termination of Participant's ~~D_B~~ [or Eligible Spouse's] Benefit. No further benefits will be provided to the Participant ~~D_B~~ [or Eligible Spouse] under this Rider if:

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant ~~D_B~~ [or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's ~~D_B~~ [or Eligible Spouse's] entire interest in the Plan.

8.2. Plan Termination or Discontinuance of Deposits and Transfers. You may elect at any time to not permit additional allocations to Eligible Investments. Any such election shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer the market value of amounts allocated to Eligible Investments for the benefit of each Participant ~~D_B~~ [or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's ~~D_B~~ [or Eligible ~~Spouse's~~ Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant ~~D_B~~ [or Eligible Spouse] under this Rider.

8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time amounts for allocations to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments. We will exercise these rights in the circumstances when:

- (a) Due to economic environment, capital markets, legal or regulatory framework or strategic business priorities of PRIAC, we determined that our offering Our guarantees under this Rider is no longer commercially practical or desirable, or
- (b) We determine that the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics, or
- (c) In connection with the termination or discontinuance of allocations to Eligible Investments by person authorized to do so, on behalf of the Plan.

Our exercise of this right shall not affect Our guarantees with regard to ~~(1)~~ amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, ~~and (2) Conversions allocated to Active Eligible Investments,~~ subject to adjustments to the Guarantee Fee pursuant to Section 7.1 and the terms of this Rider.

SECTION 9. PORTABILITY OF OUR GUARANTEES

If a Participant ^{DB}[or Eligible Spouse] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an “eligible rollover distribution” within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to the Participant ^D ^B[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

If a Participant’s ^{DB}[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If a Participant’s ^{DB}[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract ~~and/or~~ a traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If the Participant ^{DB}[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
 - i. if the transfer occurs before the Participant’s Guaranteed Withdrawal Lock-In Date, the ^{MB}[“highest birthday value” under such contract shall be the Highest Birthday Value] under this Rider; and
 - ii. if the transfer occurs on or after the Participant’s Guaranteed Withdrawal Lock-In Date, the “income base” and ^J[~~“A”~~] “annual guaranteed withdrawal amount” under such contract shall be the Income Base and ^J^A[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^{DB}[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the

^{MH}["highest birthday value" under such contract shall be the Highest Birthday Value] under this Rider, and the "income base" and ^J~~["A"]~~["annual guaranteed withdrawal amount"] under such contract shall be the Income Base and ^J~~A~~A["Annual Guaranteed Withdrawal Amount"], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

- c. If a Participant's ^{DB}[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
- i. the ^{MH}["highest birthday value" under each such contract shall be the Highest Birthday Value] under the Rider, and the "income base" and ^J~~["A"]~~["annual guaranteed withdrawal amount"] under each such contract shall be the Income Base and ^J~~A~~A["Annual Guaranteed Withdrawal Amount"], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the ^B~~["Agreement-/Contract"]~~. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept amounts for allocation to an Eligible Investment. We will exercise this right in circumstances, including but not limited to when the Eligible Investment has materially changed their holdings, strategies, investment policies, or risk/return characteristics. We also reserve the right to not permit exchanges between Eligible Investments. We may exercise this right with respect to an Eligible Investment if We are no longer accepting amounts for allocation into the Eligible Investment.

Our exercising these rights shall apply to all Agreements in the same class of business as the Agreement. Our exercise of these rights shall not affect Our guarantees with regard to Guaranteed Withdrawal Accounts established under this Rider on the effective date of Our ceasing to accept such amounts for allocation to one or more Eligible Investments.

SECTION 11. LIMITATIONS

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for ^{ED}[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from another Plan investment option;

- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to the Participant;
- c. if ~~accepting the total~~ amount allocated ~~to all Eligible Investments in any year is contrary to Our underwriting guidelines; greater than~~ ^C[\$1,000,000] or ~~the total amount of all allocations to all Eligible Investments is greater than~~ ^C[\$2,000,000];
- d. if the amount allocated is for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code; ~~or~~
- e. If the amount is allocated for the benefit of any Plan Participant ^B[or Eligible Spouse] receiving payments from our general account pursuant to Section 2.2.

SECTION 12. MISCELLANEOUS

12.1. Direction. Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.

12.2. Small Benefits. We shall make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to the Participant ^{DB}[or Eligible Spouse] under this Rider if:

- a. the ^{JA}[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^{JA}[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's ^{DB}[or Eligible Spouse's] Plan account balance to be distributed without the Participant's ^{DB}[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

In such event, the Participant's ^{DB}[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant ^{DB}[or Eligible Spouse] under this Rider.

12.3. Required Minimum Distributions. As of the last Valuation Date in each calendar year ^I[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant ^{DB}[or Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year").

Each such amount shall be based on the assumption that ^{KJ}[the sum of] the Guaranteed Withdrawal Market Value ^{KJ}[and the net actuarial value of Our guarantees under this Rider to the Participant ^{DB}[or Eligible Spouse]] is the Participant's ^{DB}[or Eligible Spouse's] entire account balance under the Plan. ^{DB}[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law; ~~1~~]. If the required minimum

distribution (RMD) amount determined using these assumptions exceeds the ^J~~A~~[Annual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the ^J~~A~~[Annual Guaranteed Withdrawal Amount] shall be the “RMD Value.” Withdrawals taken in the RMD Payment Year shall be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

12.4. Misstatements and Corrections. For purposes of this Rider, if We discover that the Participant’s ^D~~B~~[or Eligible Spouse’s] age or spousal status pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will ~~make adjustments to any fees, guarantees or other values under this Rider to reasonably conform to Our established procedures, which shall be applied on a uniform~~adjust the benefit and any fees on an actuarially equivalent basis.

12.5. Prudential Phone Number. For information and assistance, ~~you~~You may contact Us at Our toll-free number: ^A~~[800-534-4054]~~. ~~You will be informed~~^K[877-778-2100].

SEPARATE ACCOUNT APPENDIX

AVAILABLE SUB-ACCOUNT PORTFOLIOS. The following portfolios are available as Sub-accounts of ~~any changes to this toll-free number by written notice.~~ the Separate Account.

- a. ^L[Prudential Asset Allocation Fund – a series of Prudential Investment Portfolios, Inc.
- b. AST Money Market Portfolio*

*Used only for temporary investments pending receipt of investment instructions in good order for an initial enrollment.]